


CERTIFICATION

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

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


Date: 8/8/16 Signed: 

Telephone Number: 266-3982 Print Name: Mark Clarke

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).*

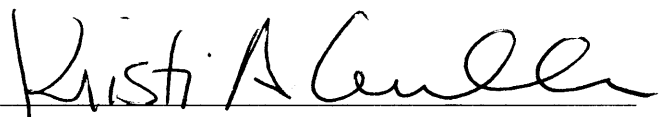
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8/8/16 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: 8/12/16 Signature: 

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

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 16
Agreement No. 12840
Expiration Date: February 28, 2017
Authority: Res. _____, 2016-2017
Department: Alliant Energy Center
Maximum Cost: \$139,000
Registered Agent: _____
Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Hunden Strategic Partners Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, Desires to purchase services from PROVIDER for the purpose of Alliant Energy Center Market Study & Economic Impact Study; and

WHEREAS PROVIDER, whose address is 688 N. Milwaukee Ave., Suite 202, Chicago, IL 60642, is able and willing to provide such services;

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

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

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

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly

understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is 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 agrees to 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 agrees to 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.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to 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 under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff,

termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) 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 (ADA) 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 submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to 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 an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the 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 the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make

available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.

- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S

responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- 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 all other applicable laws prohibiting retaliation for union organizing."

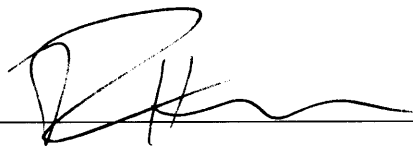
XV. MISCELLANEOUS.

- 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, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- 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 parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 8-8-16



Rob Huden, President

Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

* [print name and title, below signature line of any person signing this document]

rev. 11/15

Schedule A

PROVIDER will provide a market, financial, facility and economic impact analysis.

Hunden Strategic Partners will be the primary consultant for the project, with the assistance of Sink Combs Dethlefs (SCD) and MKSK to preform the design and planning portions.

Task 1: Kickoff, Project Orientation, and Interviews

PROVIDER will meet with Dane County and AEC officials to confirm goals of the study and other contextual issues related to the project. In addition, HSP will review available data related to the project and identify those contacts and resources necessary to ensure complete review and assessment of critical issues.

During the kickoff trip, the PROVIDER will obtain information and data from Dane County and the AEC, their respective support staffs and any other agencies that are deemed appropriate. As part of the kickoff trip the PROVIDER will perform the following tasks:

- Interview stakeholders from a variety of local private and public organizations. This may include: public officials, property owners, promoters, potential user organizations, neighborhood representatives, and others as appropriate.
- Gather and analyze background information related to the project, including but not limited the prior study conducted by the Hammes Company.
- Tour the key existing meeting and event facilities and investigate their condition; interview management and other staff as appropriate.
- Tour downtown and relevant area hotels and interview management to understand the market and the impact of the AEC. Consider the impact of the proposed convention hotel downtown.
- Tour other points of interest and analyze recent or proposed developments in and around the market.
- Review the various projects on which the PROVIDER has worked and discuss their attributes, implementation and approach. PROVIDER will explore the applicability of prior projects to the proposed assignment and will strive to gain insight into the COUNTY's goals for development of the facility.
- Gather and review other available economic, demographic, contextual and financial data.

Task 2: Alliant Energy Center Campus Current Facilities Profile

During the kick-off, the PROVIDER will tour the Alliant Energy Center Campus and interview AEC management to get an understanding of the existing programs and services, what events the AEC has been able to host in the past and what it believes it has the ability to induce in the future with optimal facility updates, expansions or new facilities. PROVIDER will identify AEC's convention and event destination package and those issues that impact destination appeal and visitation levels. PROVIDER will make notes of what is working and what has not been working. PROVIDER will profile the AEC's current clients and will identify potential losses and gains with improvements in facilities. The PROVIDER will address the following issues::

- Identification of private amenities, such as onsite hotels that would help in improving the AEC's ability to attract events.
- Identification of restaurants and other amenities, including types that can be supported by the market. Identification of obsolescent facilities and the impact they have on the AEC's ability to attract events.
- Identify the pro's and con's of replacing certain facilities.

Physical Review. PROVIDER will assess the physical characteristics of the current facility, especially what could be improved and expanded within the facilities. Other specifics and data will be noted, such as:

- Architectural issues (the condition of interior and exterior components),
- Major programmed spaces, types and quality (size and quality of arena, exhibit, ballroom, meeting and other spaces)
- Capital improvements and long-term facility planning data,
- Infrastructure and needed improvements,
- Foodservice operations (concessions, catering, merchandise, vending, etc.),

- Accessibility for ADA compliance,
- Patron facilities, including restrooms,
- Amenities and other facilities,
- Parking and parking conditions,
- Site entrance and egress,
- Landscaping,
- Connected or adjacent uses like hotels, restaurants, entertainment, plazas, etc.,
- Other relevant tenets of the surrounding neighborhood, site and facility.

Demand and Financial Performance Profile. PROVIDER will complete a historical demand and financial analysis of the performance of the AEC facilities, including the trends in event demand (by type of event, attendance), attendance as well as financial performance, especially spending by attendees/visitors. PROVIDER will review, profile and understand the implications of:

- Rental and catering rates,
- Demand by type of event,
- Number of days/nights per event type,
- Average and total attendance by type of event,
- Detailed revenues,
- Detailed expenses,
- Other operating, financial and demand data that drives success or suggests challenges/opportunities.

A key data item that PROVIDER will seek is to understand the origin of attendees. PROVIDER will gather information in order to answer the questions: how many more attendees would be expected to come to Dane County and what percentage will be overnight if facilities were expanded, improved or replaced? How much will visitors and attendees spend per visit? Who is the AEC losing business to and why? The result of how this filters through the impact model will be the crux of the story and the decision-making. These and other issues will be tackled.

Task 3: Economic, Demographic and Tourism Analysis

PROVIDER will evaluate the community's position as an economic center of activity as well as a destination for visitors. PROVIDER will also summarize key demand generator trends and comment on the overall growth prospects for the market. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT).

This data will inform PROVIDER on the ability of the community to support event, sports and/or entertainment uses at the proposed facility. Among the data gathered and analyzed will be:

- Geographic attributes, accessibility and transportation links
- Trends in population growth and income
- Corporate presence, major employers and any significant recent or likely future changes
- Analysis of business and commercial development
- Higher education activity and implications for the market and project
- Cores of economic activity
- Major retail destinations
- Profile public assembly and other meeting facilities locally and regionally
- Arts, culture and entertainment assets and activity
- History and expected future trends for tourism
- General real estate trends, with special emphasis on sports, entertainment and major demand generators

The analysis will provide implications for the future development of sports, convention, ag event and entertainment facilities.

Task 4: Arena, Concert, Sports and Event Market Trends

PROVIDER will provide an analysis of industry trends impacting the development of event and arena facilities. This includes an understanding of many industries within the event industry. PROVIDER will profile:

- Demand and facility needs for concerts as well as industry trends impacting the design and usage of event centers.
- Demand and facility needs for family, ice, dirt and motorsports shows and the trends impacting the design and usage of event centers.
- Profiles of the various sports leagues that may be feasible to be housed in such a facility, the location of their current teams, their needs from a facility standpoint, likely attendance and other factors influencing their success.
- Trends in the design of small to mid-sized event centers and what has changed since 2003, what is demanded by users (attendees and events) and the current state of the art.
- Performance of mid-sized arenas generally and typical annual demand and attendance trends.
- The importance of surrounding amenities, like restaurant districts, other entertainment, hotels and parking. The importance of a walkable environment before and after will also be discussed here and in the site analysis.

PROVIDER will also conduct an analysis of what types of public events, consumer and flat floor events that may be interested in using the event center. While the community has existing convention and consumer facilities, there may be overlapping calendar preferences or other issues that could be mitigated with a new event center.

All of these analyses will lead to a conclusion regarding the minimum design and other standards, as well as size, seating and amenities that will be necessary to attract the various types of events that would and could use such a facility.

Task 5: Convention Center Industry Characteristics and Trends

PROVIDER will assess meeting, conference, trade show and convention industry trends by conducting a thorough review of the existing convention/conference, banquet, meetings, and events market, its performance and potential for expansion of the market in Dane County at the AEC, now and in the future. This will provide the AEC with a strong grasp on the current forces shaping building development, including trends for various types of event growth. This task will include:

- Meeting facility and event center supply growth and Dane County's/AEC's current position for this market relative to its population and location in the market, including the impact of Monona Terrace,
- Demand trends for conventions, conferences and tradeshow,
- Meeting planner, exhibitor, and delegate preferences,
- Technological amenities, service levels, convention/hotel packages,
- Meetings needs of local corporate market,
- Hotel and other amenity preferences,
- Event types and definitions, and
- Facility types and definitions.

This will also be an excellent backdrop for understanding the AEC's current position and where it likely should improve in order to optimize its position within the convention center and meetings market. For example, with hotels being so important to meeting planners, how can additional hotel, restaurant and other amenities on the AEC campus help it attract events? Are these amenities worth inducing? PROVIDER will consider the market and context and determine implications.

Task 6: Local/Regional Event, Meeting, Arena & Entertainment Market Analysis

PROVIDER will divide up the market analyses into those that include competition with the arena component, those that compete with the exhibit/expo elements and those that compete with other venues onsite. There will also be campus-style districts that compete with the AEC for campus-wide events. PROVIDER will consider all of these when putting together the several market analyses.

For each market/facility type, PROVIDER will profile the competitive supply, conduct interviews with competitors and with planners and event producers to understand demand the needs/opportunities related to the market.

Competitive Supply: In this task, PROVIDER will undertake an analysis of the facilities (as well as demand for) competing for events in the local and regional marketplace. In some cases, this may include a wider region including the Midwest or beyond. This analysis will include:

- Entertainment facilities and the types of historical acts that have played each, market focus, resident users and other data, as well as location, size, capacity, age, condition, ownership, management, critical issues.
- Arena facilities and their tenants, usage, market focus and historical performance.
- Location, size, capacity, age, condition, ownership, management, critical issues.
- Theaters, amphitheaters, university facilities and other relevant leisure/sport/entertainment facilities.
- Exhibit, convention and exposition facilities.
- Competitive facilities with ballrooms and others that may compete currently or in the future.

This task will provide an understanding of the market that the community finds itself in and the opportunities and challenges associated with the current marketplace. Are there gaps in quality, supply of certain facility types, and over abundance of certain types of facilities? What is AEC offering or not offering that can be optimized?

Demand Interviews and Potential Survey: The real key to understanding the potential for the AEC is an understanding of who will most likely use the facility. Event centers and arenas, for example, have many potential user types, from professional and amateur sports teams, tournaments and championships, trade shows and public events, family shows, ice shows, dirt and motorsports events, graduations, school events and many others. Exhibit and expo centers have some similar events, but may be better suited to certain types of events, such as banquets, conventions, trade shows, consumer shows, certain types of indoor sports tournaments and others.

PROVIDER will conduct interviews with the show promoters, event planners, meeting planners and other representative of demand generators who cover this region or may be interested in the AEC and will determine what shows and events are likely to come to the facility and under what conditions, including with improved facilities and/or amenities. What are the pro's and con's of the market? Are there elements that the facility should include in order to be more attractive to these events? What are the needs of conventions, trade shows, concerts, family shows, dirt and motorsports events, ice shows, rodeos and others?

PROVIDER will also interview consumer show producers and other flat floor event producers to understand if any events would more likely use this facility than others already existing in the community. PROVIDER will interview high school and college leadership to understand what events (sports, graduations and otherwise) could or would likely occur in the facility and the likely number of attendees. PROVIDER will investigate the current sports leagues that could house tenants in the facility. The results of the demand interviews will be presented in a way to show how the event center will likely perform in terms of annual event demand, as well as attendance and other factors. The results will also lead to the assumptions that will inform the model in the three scenarios.

PROVIDER will also conduct a meeting planner survey as part of the analysis. PROVIDER will work with the AEC and the Client group to determine the best pathway forward in terms of a meeting planner survey.

Task 7: Hospitality Market Analysis

One of the key amenities and event planner demands is a quality, proximate hotel package for their events. PROVIDER will conduct a hotel analysis to understand what the supply, demand and opportunity – and especially the demand from planners/producers – for a hotel or hotels is on site. PROVIDER will analyze the local hotel supply and interview management to determine demand segmentation, quality, branding and room counts. The analysis will determine the proximate quality room count, community-wide room count, as well as other key metrics.

The analysis will include:

- Profile of the local lodging market, including number, size and quality of hotels and performance trends.
- Location of hotels relative to event spaces.

- Quality of hotels.
- Additions to supply in and around the development area and relevant surrounding areas.
- Character of supply and implications for success.

PROVIDER will then analyze the existing and planned hotels in the market to select a group of hotels most likely to compete with any recommended project. This will be investigated thoroughly. The hotels will then be profiled regarding quality, room count, function space, ownership/branding, location/proximity to demand generators, demand segmentation, occupancy, rate, and other measures. PROVIDER will then conduct a historical supply and demand analysis of the competitive set to determine the market into which the recommended hotel will be entering.

This will include:

- Tracking of occupancy,
- monthly room night demand,
- average daily rate (ADR), and
- Revenue per Available Room (RevPAR),
- Performance by:
 - Year
 - Month
 - Week
 - Day of week
 - Seasonality
 - Unaccommodated demand and
 - Demand type/market mix

PROVIDER will discuss how new hotels have been absorbed into the competitive set and how any additions or renovations have impacted the performance of the competitive set. HSP will provide conclusions on the ability of these improvements to induce more demand from each major market segment. Market segmentation within the set will also be shown in three primary categories:

- Commercial transient
- Group (both corporate group, association, and other)
- Leisure

This will set the stage for the demand projection for any recommended future hotel developments.

Task 8: Indoor Sports Tournaments and Opportunity Analysis

PROVIDER will identify the potential for facility usage as well as economic and fiscal impact from the inducement of events from state, regional and national tournaments. Tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants and their families come from farther distances and therefore must spend the night, unlike those from the nearby area that may be “daytrippers.”

In order to understand sports tournament trends, PROVIDER will conduct interviews of tournament organizers to determine “what it takes” to host tournaments. Questions will focus on what drives site selection for tournaments, cost factors (rent, travel and tournament fees) as well as likelihood to travel to the proposed new youth sports tournament facility.

Task 9: Comparable and Competitive Facilities/Case Studies

This task has two purposes: the first is to understand the facilities that will provide competition for indoor sports conducted at the Alliant Energy Center and to then understand how the proposed facility will perform.

Competitive Set: PROVIDER will review and analyze primary competitive facilities in Wisconsin and the region and profile the components of the facilities as well as strengths and weaknesses.

Comparable Set: In order to determine how the proposed facility will perform, PROVIDER will review similar projects developed in the U.S. in the last several years as well as discuss those under construction or in development, specifically those sports facilities that have a substantial youth multisport component geared towards the sports identified in previous tasks. PROVIDER will consider:

- Location,
- Community size and economic/demographic characteristics,
- Access,
- Size (site and fields/courts),
- Physical Development,
- Year Built,
- Cost,
- Performance,
- Critical Factors to Success or Failure,
- Impacts, if available, and
- Others, as appropriate.

These facilities will be profiled and implications discussed. Insight and best practices from these facilities will assist in identifying critical components of these types of facilities that will then be implemented into the recommendations.

Task 10: Implementations, Recommendations, Drawings and Budgets

Based on the information gathered, then combined with other work completed by the PROVIDER, implications and recommendations will be made regarding the use of AEC facilities for youth/amateur sports tournaments beyond what is being held today. The PROVIDER will make recommendations for any renovations or expansions that would enhance the AEC's ability to lure tournaments. The PROVIDER will then produce conceptual drawings and budgets for any related enhancements, as well as make demand and financial projections (and impact projections) for these uses as part of the overall master planning process.

Task 11: Comparable and Industry Leading Relevant Campus Profiles

PROVIDER will undertake an analysis of comparable and industry leading campus profiles that have similarities to the AEC. These may be located in the region or around the U.S. The key to determining if a campus will be profiled is whether or not it offers a mix of event facilities like the AEC, yet has perhaps maintained an edge in market performance via the upkeep and upgrading of facilities over the years. However, the impressive performance of the comparable may be due to other factors, such as operational or creative concept execution. PROVIDER will search the U.S. for examples of other campuses that have in one way or another kept up with market demands and penetrated the opportunity for success. PROVIDER will focus on those that have both an arena component as well as an exhibit component. Learning what each venue has done can inspire and provide confidence to Dane County and the AEC regarding what is possible. PROVIDER will provide full profiles of these facilities and cite the lessons learned and implications for the AEC.

This profiles will include:

- Location, age, condition, ownership, management, critical strengths and weaknesses
- Site size, access and visibility; parking
- Amount of specific sizes and capacities of exhibit, ballroom, number of meeting rooms, arena seating, suites and club seats and other measures of building size and quality for the key buildings
- Hotel room count and quality within the area and the proximate or walkable room count
- Quality of facilities and layout. Configuration can hamper or help a facility
- Governance and operations
- History of event attendance, by type, size and room nights generated
- Profile of revenue and expenses and major factors influencing each
- Operating support sources and marketing support sources

PROVIDER will suggest implications for the AEC. What to avoid; what to copy? This is a key part of the instructiveness of learning about other facilities around the U.S.

Task 12: Recommendations, Scenario Drawings and Budgets

Based on the analysis of the existing conditions, the local and regional market for attendees as well as the competitive market and current industry standards, PROVIDER will make recommendations for the AEC. PROVIDER will include scenarios, not just in performance (demand/financial), but in terms of certain physical characteristics. PROVIDER, MKSK and SCD will work with the COUNTY to determine these adjustable items, but often they have to do with cost, size and site constraints, parking and other amenities. For each scenario, conceptual drawings will be completed. These conceptual drawings will include budget ranges, depending on quality of finishes. For the scenarios, PROVIDER will make recommendations appropriate to AEC that are specific to the venues being recommended, so these will adjust based on the type of venue.

They may include:

- For any meeting facilities, overall size, by type of space (exhibit, ballroom, meeting rooms).
- For any hotels, number of rooms, branding options, level of service.
- For event facilities, seating capacity and arrangement. This will depend heavily on the core users of the facility (ice, concerts, basketball or otherwise). Flexibility for all manner of users is key.
- Arena floor size, impacted by the items above. This can also be variable depending on the core layout and retractable seating.
- Seating arrangement (permanent, flexible, continental, etc.)
- Premium seating, lounges and other areas
- Amenities
- Locker Rooms
- Restrooms
- Green Rooms, Dressing Rooms
- Concessions/Catering
- Lobby
- Restaurants facing inside and outside
- Parking, utilizing shared parking when appropriate
- Others as appropriate

At the conclusion of the recommendations task, the County and AEC will have a recommended program, budget, and drawings of the overall site with a concept for the future vision and master plan for the AEC.

Task 13: Demand and Financial Projections

PROVIDER will create multiple scenarios for demand, financial and attendance performance (which will also result in multiple impact results). Projections will include demand by type of event, average attendance for each event type and total attendance by event type. These will be based on comparable situations, interviews and other analysis conducted by PROVIDER. Because the facilities to be included are not yet known, the proformas for each will reflect the uniform system of accounts for each: convention facility, hotel, arena, and others, as recommended. However, some of the common line items are noted below.

Based on the projection of demand and a number of assumptions regarding rental rates, fees, food and beverage per-capita revenues and others, HSP will prepare a financial projection for any proposed facilities or upgrades. This financial analysis will include the following:

- Estimated line-item revenues for ten years of operations.
- Expenses directly related to the facility will also be projected for the period.
- The demand profile, experience with similar facilities and data from existing facilities in the region will be used to model the operating revenues and costs of the new complex and will be incorporated into the business plan. The model will generate a proforma operating statement that includes the revenue and expense items, including the following:
 - Revenues: rental revenue, ticket fees/sales, food and beverage, reimbursed expenses, telecommunications, parking and other income, sponsorship, advertising and naming rights

- Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses
- Unallocated expenses: administrative salaries, employee benefits, advertising and promotion, general and administrative, professional services, insurance, maintenance reserves and other expenses

The financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating income or loss. Based on the operating loss or profit there will be either funds remaining for debt service or there will be a requirement for ongoing operating support by the public. PROVIDER will review all possible options to limit losses and create operating profits, including advertising, sponsorships, naming rights, etc. PROVIDER will analyze and suggest the pros and cons of alternative management structures.

Task 14: Economic, Fiscal, Social and Employment Impact Analysis

PROVIDER will conduct an economic, fiscal, social and employment impact analysis to determine the direct, indirect and induced impacts, including the tax revenues that are generated by projected visitors to the project. Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Dane County and the surrounding area due to an event, spend the night or otherwise spend time or money in the event center. HSP will analyze the spending by local residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as local residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered to be recaptured demand. The net new and recaptured direct spending is considered to be the Direct Impacts. From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, an attendee's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income as a result of the attendee's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Social impacts** are impacts on the community that may not be easily measureable in dollars. However, they can include the opportunity for educational, cultural and entertainment opportunities. But for the AEC, many events that enrich the community would not be present, which would then make it difficult for Dane County citizens to access such opportunities. PROVIDER will detail these social impacts.
- **Fiscal Impacts** represent the incremental tax revenue collected by government entities due to the net new spending and economic activity related to events at facilities. For example, our analysis will estimate the hotel and other tax revenue from an overnight stay by an attendee and considers this a fiscal impact. The fiscal impact represents the government's share of total economic benefit. Fiscal impacts provide an offset to the potential public expenditures required to host events. PROVIDER will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with an event. For example, the direct, indirect and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. PROVIDER will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

PROVIDER will use one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

DELIVERABLES

Each phase or milestone will be evaluated by Dane County with comments and input from the oversight committee.

Preliminary Findings PowerPoint – PROVIDER will present a PowerPoint of preliminary findings approximately half-way through the analysis (estimated at week seven or eight). This will provide the COUNTY with insight into our analysis and ensure that the direction and pace of the study is in sync with the County’s expectations.

Draft Report – Having completed all these tasks, PROVIDER will compile the results into a fully documented draft report of its findings and recommendations, which will be presented to the COUNTY for review and comment.

Final Report – Approximately two weeks after receiving comments on the draft report, PROVIDER will issue its final report incorporating the Client’s comments.

Presentations – PROVIDER will present its findings via a PowerPoint presentation in concert along with delivery of the report in coordination with the County. The final report will be presented to several county staff members, oversight committee and Alliant Energy staff at one meeting.

PROVIDER will provide 15 hard copies and two electronic copies on thumb drives of all deliverables. Electronic copies will be formatted as word documents.

TIMELINE

PROVIDER will complete a draft report for the Alliant Energy Center Market and Economic Impact Study within 15 - 17 weeks from the Kickoff. Kickoff will be September 1, 2016.

PROVIDER will provide updates and communication with the Client on an ongoing basis.

The following table depicts project schedule.6

Proposed Project Schedule	Week																						
	9/1/16	9/8/16	9/15/16	9/22/16	9/29/16	10/6/16	10/13/16	10/20/16	10/27/16	11/3/16	11/10/16	11/17/16	Holiday Week	12/1/16	12/8/16	12/15/16	Holiday Week	Holiday Week	1/5/17	1/12/17	1/19/17	1/26/17	
Task 1 – Kickoff, Project Orientation, Interviews (Sept 1, 2016)	X	X	X																				
Task 2 – Alliant Energy Center Campus Current Facilities Profile	X	X	X	X	X	X																	
Task 3 – Economic, Demographic and Tourism Analysis	X	X	X	X	X	X	X																
Task 4 – Local/Regional Event, Meeting, Sports & Entertainment Market Analysis	X	X	X	X	X	X	X																
Task 5 – Arena, Concert, Sports and Event Market Opportunity Analysis	X	X	X	X	X	X	X	X	X	X	X	X											
Task 6 - Convention/Expo Center Industry Opportunity Analysis	X	X	X	X	X	X	X	X	X	X	X	X											
Task 7 - Youth Sports & Tournament Market Analysis	X	X	X	X	X	X	X	X	X	X	X	X											
Task 8 – Site & Surrounding Amenity Package Analysis	X	X	X	X	X	X	X	X	X	X	X	X											
Task 9 – Recommendations, Scenario Drawings/Budgets	X	X	X	X	X	X	X	X	X	X	X	X											
Preliminary Findings PowerPoint Presentation								X															
Task 10 – Demand and Financial Analysis														X	X	X					X		
Task 11 – Economic, Fiscal and Employment Impact Analysis																X					X		
Draft Report																					X		
Reviews & Edits																						X	
Master Plan and Presentations																						X	X
																						X	X

*Phone Check-In

Schedule B

PROVIDER will complete the entire scope of work for \$139,000, payable as follows:

Milestone Payment after Week 4: \$25,200 Weekly telephone call and weekly email updates outlining the progress made for the prior week and project to date. Milestone will be measured on completion of information gathering. Acceptance of completion will be at the determination of Dane County or it’s representative.

Preliminary PowerPoint Presentation (Week 8): \$25,200 Weekly telephone call and weekly email updates outlining the progress made for the prior week and project to date. Milestone will be measured on

completion of power point in draft form. Power Point to include data recovered during interview phase and analysis of data to be used for decision making. Acceptance of completion will be at the determination of Dane County or its representative.

Milestone Payment after Week 12: \$25,200 Weekly telephone call and weekly email updates outlining the progress made for the prior week and project to date. Milestone will be measured on completion of economic impact findings and analysis of site and market potential. This milestone is in report form only. Acceptance of completion will be at the determination of Dane County or its representative.

Draft Report (Week 16): \$23,200 Weekly telephone call and weekly email updates outlining the progress made for the prior week and project to date. Milestone will be measured on completion of the draft of the final report. Report to include all work as outlined in Schedule A above. Acceptance of completion will be at the determination of Dane County or its representative.

Final Report & Presentation.: \$40,200 Final report to be presented to Dane County along with any entities which Dane County feels appropriate to view final presentation. Dane County is the sole determiner of final acceptance of the report.