

Res 377  
Significant

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	LAND AND WATER
<b>Vendor Name</b>	FRIENDS OF SCHUMACHER
<b>Vendor MUNIS #</b>	14428
<b>Brief Contract Title/Description</b>	AMENDED AGREEMENT BETWEEN COUNTY AND FRIENDS OF SCHUMACHER
<b>Contract Term</b>	
<b>Total Contract Amount</b>	\$ 205,000

<b>Contract #</b> <small>Admin will assign</small>	12990A
<b>Addendum</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input 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 checked="" type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b>				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			<b>Res #</b>	377
	<input type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.			<b>Year</b>	2017


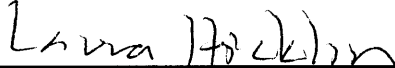
<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	1-31-18		
AL	Controller		2/2/18	
CG	Purchasing	2/2/18	2/2/18	
	Corporation Counsel	2/2/18	2/2/18	
	Risk Management	2/2/18	2/2/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	LAURA HICKLIN	<b>Name</b>	ROSA ROPERS
<b>Phone #</b>	224-3765	<b>Phone #</b>	
<b>Email</b>	hicklin.laura@countyofdane.com	<b>Email</b>	rosa.m.ropers@gmail.com
<b>Address</b>	5201 Fen Oak Drive #208	<b>Address</b>	

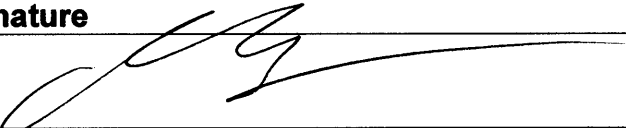
<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard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

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		1/31/18
	<b>Printed Name</b>	
		

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		2/2/18
	<b>Comments</b>	

**AMENDED AGREEMENT BETWEEN COUNTY OF DANE AND THE FRIENDS  
OF SCHUMACHER FARM, INC FOR DEVELOPMENT AT SCHUMACHER  
FARM COUNTY PARK**

This Amended Agreement is made and entered by and between the County of Dane, a quasi-municipal organization in Dane County, Wisconsin (hereinafter "County") and the Friends of Schumacher Farm, Inc., a qualified non-profit, nonstock corporation under Chapter 181 of the Wisconsin Statutes (hereinafter "Friends"), and entirely replaces the Agreement entered between the County and Friends and signed by the Friends on February 17, 2016 and attached hereto (Attachment #1).

The County and Friends wish to form a public-private partnership to accomplish development at Schumacher Farm County Park. More specifically, this Agreement addresses the development of the Center for Rural History as described in RFB 317028 issued by the County and due on February 4, 2018. The total estimated project costs are \$802,000 (this figure includes the construction contract as well as all additional project costs such as construction administration, a 10% contingency architect fees, and survey work).

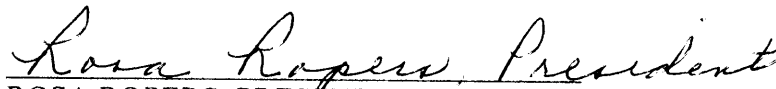
The County and the Friends agree that the Project shall proceed as follows:

1. The Friends will contribute \$205,000 to the project.
2. The County will enter into a contract with Bauer & Raether Builders, Inc. (as identified in 2017 RES-377) if the following terms have been met:
  - a. This Agreement has been executed;
  - b. Upon payment of \$100,000 from the Friends to the County.
3. To the greatest extent possible, the County and the Friends will meet to review proposed change orders so as not to delay the Project. The County shall make the final determination as to change orders.
4. The County will pay vendor invoices for work completed under the contracts for the Project, including any necessary change orders.
5. The Friends will pay the remaining \$105,000 to the County within 30 days of invoicing from the County. The County shall issue no more than two invoices to the Friends.
6. Either party may cancel this Agreement upon written notice at any time prior to the County signing any contracts with the successful bidder(s).
7. During the term of his Agreement, the Friends 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). 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.

8. 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.
9. 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. The Friends shall not assign or transfer its interests or obligations pursuant to this Agreement to any third party.
10. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

**FOR THE FRIENDS OF SCHUMACHER FARM, INC:**

  
\_\_\_\_\_  
ROSA ROPERS, PRESIDENT

DATE SIGNED: 1/30/2018

**FOR THE COUNTY:**

\_\_\_\_\_  
JOSEPH PARISI, COUNTY EXECUTIVE

DATE SIGNED: \_\_\_\_\_