

Res 492
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department LWRD		Contract/Addendum #: 12990	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: 1 year		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: \$400,000		<input type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Funding agreement with the Friends of Schumacher regarding the development of the Center for Rural History at Schumacher Farm County Park.		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input checked="" type="checkbox"/> Other <input type="checkbox"/>	
6. Vendor or Funding Source: Friends of Schumacher Farm Inc			
7. MUNIS Vendor Code: 14428			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
11. Account No. & Amount, Org & Obj. <u>LEWSLUNY 57104</u> Amount \$ <u>400,000</u>			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 Res-492</u>			
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. Director's Approval: <u>K. Connors</u>			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MG</u>	Received	<u>2-22-17</u>		Friends of Schumacher Inc	
<u>CAH</u>	Controller		<u>2/23/17</u>	Contact Person	
<u>[Signature]</u>	Corporation Counsel	<u>2-23-17</u>	<u>2/23/17</u>	Rosa Ropers	
<u>RA</u>	Risk Management	<u>2/23/17</u>	<u>2/28/17</u>	Phone No.	
<u>PCP</u>	Purchasing	<u>2/23/17</u>	<u>2/23/17</u>	608 260 5336	
	County Executive			E-mail Address	
				rosa.ropers@gmail.com	

Footnotes:


- 1.
- 2.

Return to:	Name/Title: Laura Hicklin Phone: 224-3765 E-mail Address: hicklin.laura@countyofdane.com	Dept.: LWRD Mail Address: 5201 Fen Oak Dr
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision 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: 2/21/17 Signed: 
 Telephone Number 224-3765 Print Name: Laura M. Hicklin

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

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

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 2/23/17 Signature: 

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

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

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") wish to form a public-private partnership to accomplish development at Schumacher Farm County Park.

More specifically, this Agreement addresses the following development:

1. Phase I Interior construction of the Center for Rural History (the "Center"). See Appendix A, incorporated by reference as though fully stated, for a detailed description of what is included in Phase I Interior construction of the Center.
2. Grading, paving, landscaping and stormwater management (collectively the "Site Work") to accommodate both the Center and a proposed Farm Machinery Museum. See Appendix B, incorporated by reference as though fully stated, for a detailed description of what is included in the Site Work.

Collectively, the Phase I Interior construction and the Site Work are "the Project". The costs of the Project (the "Project Costs") are estimated to be:

Phase I interior construction	\$280,000
Site work	\$147,500
Contingency (15%)	\$64,125
Professional Services	\$25,000
Public Works Management Fee 3% of Bid	\$13,500
Bonding	\$6,500
Total Project Costs	\$536,625

The County currently has \$400,000 budgeted for Project-related expenses.

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

1. The County will, in accordance with state statutes and County policies, solicit bids for the Project. The County intends to solicit bids in 2017 and shall retain full control over the bid let date and the bid process. After the bids are open, and prior to entering into a contract(s), the County and the Friends will meet to review the bid results and the Project Costs. In the event that the Project Costs exceed the funds available, the County and the Friends will work cooperatively to identify a strategy for completing the Project.
2. The County agrees to pay up to \$400,000 for Project Costs. The County shall retain full decision-making authority regarding the expenditure of funds for the two components of the Project. The County reserves the right to use any excess funds for other projects if the actual costs are less than estimated. The Friends acknowledge that the County has multiple priorities and responsibilities throughout the Dane County Park System and agrees that it will not lobby the

County regarding expenditure of the funds beyond the scope of the Project contained herein.

3. The County's financial obligation shall not exceed \$400,000. The Friends agree to pay all remaining Project Costs. The County will enter into a contract(s) with the successful bidder(s) if the following terms have been met:
 - a. This Agreement has been executed;
 - b. A lease or other agreement has been executed governing the use and maintenance of the Center and the proposed Farm Machinery Museum;
 - c. The Friends have provided a written statement (by paper or email) that they have reviewed the bid results for the Project and agree to move forward with the Project under the terms of this Agreement based upon the final bid results. ; and
 - d. Upon payment of \$100,000 from the Friends to the County.
4. 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.
5. The County will pay vendor invoices for work completed under the contracts for the Project, including any necessary change orders. The Friends shall pay their share of Project Costs as follows:
 - a. \$100,000 due prior to the County signing contract(s) with successful bidder(s).
 - b. All remaining expenses which exceed the \$500,000 joint contributions from County and Friends within 30 days of a final invoice from the County following completion of the Project.
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 of Schumacher Farm, Inc. 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 M. Ropers, President
ROSA M. ROPERS, PRESIDENT

DATE SIGNED: 2-17-2017

FOR THE COUNTY:

JOSEPH PARISI, COUNTY EXECUTIVE

DATE SIGNED: _____