

Consulting Services Contract
City of Waukesha – Greenplay, LLC.
Project Name: Community Needs Assessment

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Greenplay, LLC, a Colorado limited-liability company, 1021 South Boulder Road, Suite N, Louisville, Colorado 80027, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

Consultant offers recreation community needs assessment services. The City wishes to engage Consultant for such services for its Department of Parks, Recreation and Forestry.

Consultant represents that it has the necessary qualifications to perform such consulting services for the City, and is willing to contract with the City to do so.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and standards.
3. **Payment.** The City shall pay to Consultant a total, not-to-exceed Contract Price of Twenty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$29,999.00) for performance of the Work in compliance with the terms and conditions of this Contract. The Contract Price is all-inclusive of administrative, travel and other associated expenses. Consultant shall invoice the City as Work progresses, according to the Payment Schedule in Schedule A. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, shall proceed in substantial compliance with the Project Schedule in Schedule A, and shall complete the Work no later than July 31, 2016, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party by Consultant without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the prior, written, mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's performance of the Work, including court costs and actual attorney fees.
8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. Consultant shall obtain an endorsement making the City an additional insured and loss payee, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$1,000,000 aggregate per project.

- b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
 10. **Attendance at Meetings.** Consultant shall attend all meetings required for the performance of the Work. The City shall give Consultant reasonable notice of meetings the City schedules, so that Consultant may schedule and attend.
 11. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
 12. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
 13. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80, §895.52, or any other law.
 14. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
 15. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
 16. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To City:	Mona Bauer City of Waukesha Dept of Parks Recreation & Forestry 1900 Aviation Dr Waukesha WI 53188
To Consultant:	Chris Dropinski (303)-870-8674 chrisd@greenplayllc.com Art Thatcher (757) 592-3103 art@greenplayllc.com Tom Diehl (804) 833-6994 tdiehl@greenplayllc.com Greenplay, LLC 1021 South Boulder Road Suite N Louisville CO 80027
 17. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
 18. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.

19. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
20. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
21. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
22. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
23. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
24. **Integration.** This Contract constitutes the entire agreement of the Parties. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

To certify that funds are provided for payment:

 Richard L. Abbott, Director of Finance
 Date: _____

Greenplay, LLC

 By _____
 Title: _____
 Date: _____

Schedule A Scope of Work

A. Strategic Kick-Off (SKO)

- Conference Call
- Deliverables
 - Detailed Work Plan and Project Schedule
 - Identification of Critical Success Factors
 - Determination of Logistics for Public Engagement
 - Weekly Progress Reports through duration of project

B. Public Input and Stakeholder Engagement

- On-site Multi-day trip
 - Focus group meetings - minimum of two (2), plus staff
 - Stakeholder interviews – (including Council and Park Board)
 - Community-wide public meeting
- Deliverables
 - Invitation samples/templates
 - Preparation for and facilitation of all meetings
 - Summary of input

C. Market Assessment

- Demographic Profile and Market Analysis
 - Identification of constituency using local information provided as well as US Census
 - Analysis of facility use and programming usage
 - Identification of relevant nation-wide recreational and facility trends
 - Integration of relevant information into the analysis, from the Satisfaction Survey Results from 2006 and 2010, the 2009-2013 Strategic Plan, the 2010-2015 Department Strategic Plan, the 2007 Park and Open Space Plan, and the Activity Guide
- Deliverables
 - Demographic profile report including statement of relevance to parks and recreation effort
 - Facility use and programming trends report including development of criteria to address programs/services offered; facility needs, facility location, and program costs.
 - Relevant national trends report

D. Statistically-Valid Community-Wide Survey

- Combination mail/web-based statistically valid survey
 - Targeted to Waukesha residents, mailed to between 3,000 - 4,000 households; with assistance from the City, the survey will be made available in multiple languages for non-English speaking residents, primarily the Spanish and Indian populations (our fee includes

- the translation). Includes option to return survey in a postage paid envelope, or complete online through a password-protected website.
 - An “Open Link” version of the web survey will also available (and can be linked from the project website and in other promotional efforts) for anyone to complete, including those who live outside the city limits, additional people in one household, and other interested parties. Results will be tabulated separately.
 - Deliverables
 - Preliminary draft survey
 - Cover letter with unique password
 - Final survey instrument – hard copy and web-based
 - Printing and postage costs
 - Tabulation of all returns
 - Final survey report with executive summary, methodology, charts and graphs, interpretation of results. Additional information provided electronically will include the statistical data tables with selected cross-tabulations, the verbatim comments in response to open-ended questions, a copy of the survey questionnaire, and any additional graphs or information that may be deemed worthy of inclusion.

E. Findings Presentation

- On-site trip
 - Findings Presentation of all project aspects for the Department, the City Council, stakeholders, and the public
- Deliverables
 - Power Point presentation in digital format usable for future reproduction

F. Final Plans and Deliverables

- Draft Report (electronic format) with context compiling all aspects of the project to accompany survey report for final staff review
- Final Needs Assessment for the Parks, Recreation, and Forestry Department (electronic format and one hard copy)

Project Schedule (All dates are 2016, and are subject to slight modification to best serve the needs of the project)

3/21	Board approval of Consultant and recommendation to award contract
4/16-29	Begin scheduling of meetings, readying of invitations, and planning for survey (Staff to handle logistics of meetings and identification of potential participants based on information provided by GreenPlay)
4/7	Council approval of contract
4/8	Call to transition from contract to project and set up Strategic Kickoff Meeting via conference call
4/11-15	Strategic Kickoff Meeting via conference call
5/2	Invitations for focus groups and public meetings distributed, preliminary survey draft begun
5/16	Focus Groups and Public Meetings held this week
5/18-24	Draft Survey completed and approved

5/25-30	Printing of Survey
5/31	Distribution of Survey to random sampling
6/11	Open Link Survey opened this week
7/9	Draft of Survey Analysis and Summary Report due to department
7/13	Board Packet Materials delivered
7/16	Final Presentation to Board
	Final document will follow to allow for any Board input

Payment Schedule

Strategic kick-off and determination of critical success factors.....	\$2100.00
Community engagement.....	\$4634.00
Market assessment.....	\$2888.00
Statistically-valid survey.....	\$14,288.00
Findings draft presentation	\$2363.00
Final deliverables.....	\$3726.00
Total	\$29,999.00