

RESOLUTION NO. 125-24

**RESOLUTION AUTHORIZING THE PROPER COUNTY OFFICIALS
TO EXECUTE A PROFESSIONAL SERVICES CONSULTING AGREEMENT
WITH THE SAMUELS GROUP, INC. TO ASSIST IN THE COUNTY EVALUATION
FOR THE CONSTRUCTION OF A NEW FOND DU LAC COUNTY JAIL FACILITY AND/OR
RENOVATION OF THE EXISTING COUNTY JAIL FACILITY**

WHEREAS, pursuant to Resolution No. 36-24 passed by the Fond du Lac County Board of Supervisors on June 18, 2024, a Jail Ad Hoc Committee was created with the purpose of evaluating the need to construct a new Fond du Lac County Jail facility, and

WHEREAS, Fond du Lac County previously engaged the services of The Samuels Group, Inc. to consult with Fond du Lac County and assist the Jail Ad Hoc Committee in the preliminary evaluation of the need for a new Fond du Lac County Jail facility, and

WHEREAS, the Fond du Lac County Board of Supervisors have determined that further discussions are needed to evaluate the construction of a new Fond du Lac County Jail facility and/or renovation of the existing Fond du Lac County Jail facility, including necessity, location and design options, and proceed with the Public Safety Committee, and

WHEREAS, the prior agreement with The Samuels Group, Inc. for consulting services has now expired, and

WHEREAS, the re-engagement of consulting services of The Samuels Group, Inc. would better assist the Public Safety Committee and County Board of Supervisors in their future discussions and deliberations relating to the necessity, location and design of a new Fond du Lac County Jail and/or renovation of the existing Fond du Lac County Jail, and

WHEREAS, the proposed professional services consulting agreement with The Samuels Group, Inc., attached hereto, provides the services to the County relating to the ongoing discussions and deliberations related to the necessity, location and design of a new Fond du Lac County Jail and/or expansion of jail facilities.

NOW, THEREFORE, BE IT RESOLVED by the Fond du Lac County Board of Supervisors that the proper county officials are hereby authorized to execute a professional services consulting agreement with The Samuels Group, Inc. to assist in the county evaluation for the construction of a new Fond du Lac County Jail facility and/or renovation of the existing County Jail facility upon the terms and conditions contained therein.

Dated March 18, 2025

**SUBMITTED BY:
FINANCE, PERSONNEL AND
ECONOMIC DEVELOPMENT COMMITTEE**

Thomas E. Dornbrook
Thomas E. Dornbrook

Kenneth W. Depperman
Kenneth W. Depperman

Steven A. Abel
Steven A. Abel

Martin S. Ryan
Martin S. Ryan

Dean P. Will
Dean P. Will

**SUBMITTED BY:
PUBLIC SAFETY COMMITTEE**

Gary A. Will
Gary A. Will

Robert J. Simon
Robert J. Simon

Michael C. Beer
Michael C. Beer

Michael F. Conley
Michael F. Conley

Jonathon E. Venhuizen
Jonathon E. Venhuizen

FISCAL NOTE: This resolution does not require an appropriation from the county general fund. The capital projects fund has approximately \$44,000 surplus at year end December 31, 2024 for the Jail Expansion project. This will be carried over in April at the closeout of 2024 to fund the professional services consulting agreement with The Samuels Group, Inc., for the purpose of providing consulting services in the evaluation by Fond du Lac County, for the construction of a new Fond du Lac County jail or jail expansion. The cost of this agreement is a \$35,000 contract fee.

APPROVED BY:

Sam Kaufman
Sam Kaufman
COUNTY EXECUTIVE

**APPROVED AS TO LEGALITY
AND FORM BY:**

Meggin R. McNamara
Meggin R. McNamara
CORPORATION COUNSEL

CERTIFICATION: I hereby certify this to be a true and exact copy of Resolution No. 125-24.

Ayes 18 Nays 5 Abstained Excused 2 Absent

Approved and adopted this 18 day of March, 2025.

Denied this day of .

Lisa Freiberg
Lisa Freiberg
COUNTY CLERK

**The Samuels Group Inc.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this "Agreement") is made and entered into as of the 3rd day of March 2025 (the "Effective Date"), by and between The Samuels Group Inc. (the "Service Provider") and Fond du Lac County, with an office located at 160 S Macy St., Fond du Lac, WI 54935 (the "Owner").

WHEREAS, the Owner wishes to obtain the professional services of the Service Provider; and,

WHEREAS, the Service Provider has the knowledge, skill and capability to perform such services for the Owner.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services.** The Service Provider is hereby retained by the Owner, and Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Services shall be performed in accordance with the timeline set forth in Exhibit A, or any supplemental schedule prepared by the Service Provider and agreed to in writing by an authorized representative of the Owner.

The Service Provider is identified as:

**The Samuels Group, Inc.
311 Financial Way
Suite 300
Wausau, WI**

The Owner is identified as:

**Fond du Lac County
160 Macy St.
Fond du Lac, WI
54935**

2. **Service Requirements.** The Services delivered hereunder shall conform in all material respects to (i) the specifications set forth in Exhibit A, and (ii) any other requirements agreed upon by the parties in writing. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgment of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations.

3. Nature of Services.

- a. **Work Product.** Any and all reports, documentation, files, media and other materials created or produced by Service Provider in connection with the Services rendered hereunder shall be deemed "Work Product."
- b. **Work Made for Hire.** The Work Product shall constitute work-made-for-hire belonging exclusively to the Owner. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Owner, Service Provider shall retain all its right, title and interest in such deliverables.

Modifications to Work Product. The Service Provider retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Service Provider.

- c. **Service Provider Proprietary Material.** Owner does not under this Agreement acquire any Service Providership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Service Provider("Service Provider Proprietary Material"). However, if Service Provider incorporates any Service Provider Proprietary Material into any Work Product, or any of the Work Product requires Service Provider Proprietary Material in order to operate or otherwise be useable by the Owner, Service Provider hereby grants the Owner a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the Service Provider Proprietary Material as part of the Work Product.
- d. **Third Party Proprietary Material.** The Owner does not under this Agreement acquire any Service Providership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party ("Third Party Proprietary Material"). The Owner shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material. Service Provider may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of the Owner.

4. Payment. The Owner agrees to pay Service Provider Thirty-Five Thousand Dollars (\$35,000.00) for Communication Plan Services completed in accordance with the terms of this Agreement. Monthly invoices will be submitted based on services completed over that period. The invoice shall be payable within thirty (30) days after receipt and approval by the Owner of Service Provider's invoice. Except as otherwise specified in Exhibit A, Service Provider shall not incur or charge the Owner any other fees or expenses without the prior written authorization of the Owner. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the Owner shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

5. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until completion of the deliverables, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

6. **Entire Agreement.** This Agreement, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the Owner or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

7. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

8. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

9. **Hold Harmless.** The Service Provider acknowledges that entering a jail involves some inherent risks and agrees to hold the Owner, and all of its employees, agents, or officers, harmless from any and all injuries and damages sustained while in the Fond du Lac County Jail for purposes of providing the services under this Agreement, unless such injury or damage is due to the Misconduct of the Owner, or any of the Owner's employees, agents, or officers.

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: March 3, 2025

Dated:

The Samuels Group Inc.

Fond du Lac County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A — SERVICES

1. Statement of Purpose:

The services in this agreement are to provide the County with a Community Communication Plan for the proposed jail project.

2. Scope of Services:

- Attend and advise during schematic design meetings with selected design firm.
- Estimated project cost.
- Development and administration of a website related to the communication plan.
- Development and mailing of a letter approved by the county sent to all tax paying addresses.
- 5 public community meetings to present the project information.
- Work with county administration and bond counsel to determine financing strategy.
- Attend county board / committee meetings related to the project.

3. **Schedule:** The services noted above should be completed in approximately 150 days from approval of the agreement.

VOTE RESULTS

18 YES

5 NO

0 ABSTAIN

2 ABSEN

RESOLUTION NO. 125-24: FINANCE, PERSONNEL AND ECONOMIC DEVELOPMENT COMMITTEE

Resolution authorizing the proper county officials to execute a professional services consulting agreement with [checked] **Passed By Majority Vote** for the construction of a new Fond du Lac County Jail facility and/or renovation of the existing County Jail facility. (Joint with Public Safety Committee).

GRIFFITH	AVE	CONLEY	AVE
G. WILL	AVE	FENRICK	AVE
MADIGAN	AVE	STREETAR	AVE
M. WILL	AVE	MYRECHUCK	AVE
SMITH	EXCUSED	RODMAN	NAY
BEER	AVE	HERLACHE JR.	NAY
VENHUIZEN	AVE	BRAULT	NAY
SIMON	AVE	D. WILL	AVE
DORNBROOK	AVE	JANKE	AVE
DEPPERMAN	AVE	RYAN	AVE
ABEL	AVE	HAYES	NAY
STENZ	EXCUSED	LUEHRING	NAY
RICKERT	AVE		



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