

AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
FRIENDS OF VETERANS PARK

This Agreement is made and entered into effective _____, by and between the MILWAUKEE COUNTY PARKS (the "County") and the FRIENDS OF VETERANS PARK (the "Friends"). Together these named entities constitute the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and has a commitment to operate, maintain and improve Veterans Park (the "Park") generally defined as the parkland that exists north of the War Memorial Center property and south of E Lafayette Hill Rd. in the City of Milwaukee; and

WHEREAS, the Friends is a private, non-profit corporation organized under Chapter 181 of the Wisconsin Statutes with a tax exempt status under section 501(c)(3) of the Internal Revenue Code, and was formed and has functioned for the purpose of soliciting, holding, managing, investing and expending funds and other gifts, grants and bequests exclusively for the benefit and support of the Park, maintained by the County, and such of its educational, scientific, and cultural programming as its Board of Directors from time to time deems to be suitable and appropriate; and

WHEREAS, the Friends mission is to _____; and

WHEREAS, Milwaukee County and the Friends wish to assure the continued success and growth of the Park in the future; and

WHEREAS, because of the close relationship of Friends groups with the County, Friends groups acquire a quasi-public status and are often perceived by the public as a functional part and representative of the County, which is why Chapter 13 of the Milwaukee County Code of General Ordinances requires that County departments have written agreements with Friends groups that are approved by the County Executive and County Board; and--

WHEREAS, the Milwaukee County Board of Supervisors, by adopting Resolution _____ on _____, has authorized the Executive Director of Milwaukee County Parks to enter into this Agreement with the Friends for and on behalf of Milwaukee County;

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. TERM:

- 1.1.** The initial term of this Agreement shall be for the calendar year in which it is signed. After the initial term, this Agreement remains in effect unless and until terminated upon six month written notice by either party or by mutual consent.
- 1.2.** This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein. All the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the Parties and the successors of the respective Parties. This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either Party in whole or in part, without the express written consent of the other Party. Any amendment to this Agreement shall be in writing.

2. RIGHTS AND OBLIGATIONS OF EACH PARTY:

- 2.1.** Milwaukee County has the exclusive right and obligation to operate and maintain all aspects of the Park in accordance with the policies and directives established the Parks Executive Director, the County Executive, and the Milwaukee County Board of Supervisors (the "County Board"). To discharge its duties in this regard, the County may receive from the Friends support upon which the Parties agree. The County and the Friends recognize that all Milwaukee County employees including the Parks Executive Director must comply with Milwaukee County's ordinances and policies.
- 2.2.** The Friends shall continue to function as a private, non-profit corporation organized under Wisconsin statutes chapter 181 with tax-exempt status under Internal Revenue Code section 501(c)(3), independent and separate from the County. The Friends shall, to the best of its ability, provide support to the Park upon which the Parties agree. The Friends shall direct its efforts towards support of the Park consistent with the Friends' mission.
- 2.3.** The Friends shall submit to the Parks Executive Director within two months of the close of the Friend's fiscal year (its fiscal year being _____ to _____ currently) a written report detailing the amount of its cash support and the nature of its operations and volunteer support for the previous year. The report shall also provide an estimate of the amount of its cash support and the nature of its operations and volunteer support for the coming year. Furthermore, the report shall provide an accounting of all revenue received by the Friends in support of the Friends and in support of the Park, including all donations. The accounting shall include a description of intended uses and, if applicable, any donor intent.
- 2.4.** The Friends recognize that the County Board endorses a policy of open meetings, open records, affirmative action, and a code of ethics. The Friends understand that the County

Board expects Milwaukee County employees to understand and comply with such policies in working with friends' groups.

- 2.5. The Friends understand that the County Board requires Milwaukee County Departments and employees to follow the policy in Chapter 13 of the Milwaukee County Code of General Ordinances that provides guidelines for County partnerships with Friends groups.
- 2.6. The County and the Friends recognize that Milwaukee County employees may disclose to the County Executive and County Board information concerning proposed capital plans, operating support, promotional plans, programs and activities of friends' groups.
- 2.7. The County shall provide the Friends with a volunteer handbook and will provide consultation and assistance to the Friends as they develop policies and procedures for their organization.
- 2.8. Both Parties shall designate a coordinator or liaison to be a point of contact for the other Party in relation to this Agreement. The County designee shall have the authority to administer this Agreement on behalf of the County.

3. MANAGEMENT OF COUNTY AND FRIENDS AFFAIRS:

- 3.1. The County and Friends agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other.
- 3.2. The Parks Executive Director is the Milwaukee County official responsible for management of the Park and as such, shall administer this Agreement for the County.
- 3.3. Any person who controls County funds, County employees, or other County assets shall be a County employee. If the Friends wish to fund such a position, it will do so through the transfer of funds to the Milwaukee County Treasurer rather than direct payments to the employee.
- 3.4. The Friends may employ and supervise persons who engage primarily in Friends' activities or who offer program support or enhancement to the Park but shall not supervise county employees.
- 3.5. Insofar as volunteer activities support the mission of the Park and the Friends, the Friends may direct volunteer activities. These volunteer activities may include providing visitor information; providing tours and events; and other activities. The Parks Executive Director or designee and Friends President or designee shall agree to all volunteer activities. The Friends shall further take an active role in volunteer recruitment.
- 3.6. All media contacts related to the Park, which are not related to the administration of solely Friends activities, shall be approved in writing by the Parks Executive Director or designee prior to release.

4. OPERATING PROCEDURES:

4.1 Solicitations and Donations:

- 4.1.1** The Friends shall have the authority to solicit and receive donations, gifts, grants and other forms of revenue from any source during the term of this Agreement, provided all such revenue received is used by the Friends for the support of the Park and the Friends.
- 4.1.2** The Parks Executive Director and designees have authority to solicit funds they determine are appropriate to their programs and goals. Such funds shall be payable to the County and may not be accepted by the Friends. The Parks Executive Director and designees, however, may participate in solicitations with the Friends at the request of the Friends.
- 4.1.3** The Friends agree to provide written notification to the Parks Executive Director or designee of any donation it wishes to make for the benefit of the Park, and, if applicable, whether the donor has included any restrictions on the donation. No donated funds may be expended prior to the written approval of the Parks Executive Director or designee.
- 4.1.4** The Friends shall submit in writing each year by December, for approval by the Parks Executive Director, a description of Friends fundraising, promotional or other events to be held at the Park that will be solely sponsored, operated and funded by the Friends. The Parks Executive Director or designee and the Friends President shall develop a letter of intent outlining the rights and responsibilities of each Party and the actual costs of County staff and equipment to be reimbursed by the Friends, if any.
- 4.1.5** The County and the Friends may engage in joint promotional efforts provided that the Parties execute prior to the event a letter of intent specifying the rights and responsibilities of each Party. The letter of intent shall specify financial benefits to and obligations of each Party and shall be approved in writing by the Parks Executive Director or designee.
- 4.1.6** Unless the documentation indicates otherwise, the Friends and County acknowledge that any monetary donations payable to the Park and or the Parks Department are the property of Milwaukee County. If questions of donor intent arise, the County shall contact the donor for clarification.

4.2 Parks Logo:

All promotional materials, whether print or digital, that are prepared by the Friends that reference the Park shall include the Parks Logo in a prominent position and must be approved in writing by the Parks Executive Director or designee.

4.3 Website:

- 4.3.1** The Friends may fund, develop, and maintain a website for promoting the Park, providing information about the Park, promoting all programs and events at the Park, raising funds to support the Park and soliciting Friends members and volunteers.
- 4.3.2** The current design and content of the Friends website meets with the approval of Parks Executive Director, except that the Parks Logo needs to be updated and placed in a prominent position on the webpage. Any further major revisions or redesigns of the website shall require the written approval of the Parks Executive Director.
- 4.3.3** The website shall include the Parks Logo in a prominent position and include a hyperlink to: <http://county.milwaukee.gov/Parks>

5. DESIGN COMPETITION:

The Parties desire to collaborate to conduct a design competition for the park. A description of the scope of work, desired outcomes, and implementation steps are described in Exhibit A – Design Competition.

6. RECORDS:

The Friends shall file records to Milwaukee County pursuant to Milwaukee County Code of Ordinances Chapter 13. The Friends shall file with Milwaukee County Parks and the Milwaukee County Office of the Comptroller, within two (2) months of the close of the Friends' fiscal year as defined by the Friends' bylaws, copies of all reports submitted to state and federal authorities. Such filings shall include a copy of the annual report and accompanying financial report submitted to the State of Wisconsin in accordance with Section 202.12(3) of the Wisconsin Statutes, as amended, and a copy of the federal return and related financial report filed pursuant to Section 1.6033-2 of the Code of Federal Regulations, as amended. For most Friends organizations, the required federal filing shall consist of IRS Form 990 or Form 990-EZ.

7. INTERNAL CONTROLS

Internal controls are systems of policies and procedures that protect the assets of an organization, create reliable financial reporting, promote compliance with laws and regulations and achieve effective and efficient operations. They relate to accounting, to reporting, and to the organization's communication processes. The Friends will ensure that at a minimum its internal written controls will include procedures for:

- Handling funds received and expended by the organization,
- Preparing appropriate and timely financial reporting,
- Conducting the annual audit of the organization's financial statements, if required,
- Evaluating staff and programs,
- Maintaining inventory records of real and personal property, and
- Implementing personnel and conflicts of interest policies.

A copy of the Friends policies and procedures for internal controls will be submitted to the Parks Executive Director, or the Parks Executive Director's designee. The Friends will update the Parks Executive Director, or the Parks Executive Director's designee, whenever changes are made to the policies and procedures.

8. INDEPENDENT CONTRACTORS:

In the performance of this Agreement both the County and the Friends will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The agents or employees of the one shall not be construed to be the agents or employees of the other. Milwaukee County employees shall remain employees of Milwaukee County notwithstanding the fact that they may assist the Friends.

9. CONFLICT OF INTEREST:

(a) The County and the Friends recognize that the opportunity for a conflict of interest may arise where an employee of one Party is related to an employee of the other. The Parties agree to provide for an additional oversight and disclosure of transactions between related employees.

(b) The Friends may encourage Milwaukee County employees to become members, but Milwaukee County employees shall not serve as officers or directors.

(c) The Friends, their agents and employees shall comply with all applicable Federal, State, and Milwaukee County laws and regulations governing conflicts of interest.

10. COUNTY RIGHTS OF ACCESS AND AUDIT:

The Friends, contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Friends, Lessee, or other party to the contract, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Friends. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Friends, contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

11. INDEMNIFICATION:

The Parties to this Agreement agree to indemnify, defend and hold harmless the other Party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying Party or any of the officers, employees, agents or representatives of the indemnifying Party which may result in any person, persons, or organization suffering bodily injury,

personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State statute sections 345.03(3) for automobile and 893.80(3) for general liability.

12. INSURANCE:

Every contractor and all parties furnishing services or product to Milwaukee County (County) or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- (a) Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage
Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- (b) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- (c) Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

- (d) Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

Additional Requirements:

- (e) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (f) The insurance specified in (1.) and (2.) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

- (g) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (h) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (i) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

13. INTEREST

Unless waived by County Board of Supervisors, Friends shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

- a) In addition to the interest described above, Friends may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be determined by the administrator of this Agreement, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- b) This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Friends' default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

14. TERMINATION FOR CAUSE

The Agreement may be terminated for cause. Either party may terminate for cause upon thirty (30) days' written notice. Prior to termination for cause, the breaching party will be afforded thirty (30) days in which to cure the alleged breach after having been notified of such breach in writing;

provided, however, that if the breaching party is diligently pursuing a cure, the breaching party will have such additional time as is reasonably necessary to effect a cure.

15. CONTRACTOR CODE OF CONDUCT

The Friends acknowledge that Milwaukee County has enacted a Contractors Code of Conduct policy. The Friends shall use all reasonable efforts to ensure that The Friends and any of its Contractor(s) and its personnel and subcontractors shall comply with the most current version of the Milwaukee County Contractor Code of Conduct as published on the County’s website and any other applicable Milwaukee County policies and procedures published in the Milwaukee County Administrative Manual of Operating Procedures (“AMOP”). The current version of the Contractor Code of Conduct is attached to this Agreement as Exhibit B for reference. The Friends may incorporate the Code of Conduct requirement into any of its contracts with outside parties.

16. SEVERABILITY

If any provision, section, subsection, clause, or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. The remaining portions of the Agreement shall continue in full force and effect as if the invalid provision had not been included.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

18. PUBLIC RECORDS

The Friends Group acknowledges that certain records and documents related to this Agreement may be subject to disclosure under Wisconsin public records law. The Friends Group agrees to cooperate with Milwaukee County and to provide assistance, upon request, in responding to any public records requests, including the timely provision of records in the Friends Group’s possession that are required to be disclosed.

19. NOTICE:

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the Party addressed as follows:

To Friends:
Friends of Veterans Park
Attn: Graham Anderson

To County:
Milwaukee County Dept. of Parks
Parks Executive Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

Signature Page Follows

This Page Reserved for DocuSign Signatures

Exhibit A – Design Competition

1. Overview –

- a. The Friends of Veterans Park (the “Friends”) and Milwaukee County Parks (the “County”, collectively the “Parties” to this Agreement) will conduct an invited design competition to create a national destination in Milwaukee. The Friends will raise funds for the design competition, the management of the process, and for the long-term operation of improvements.
- b. Milwaukee’s lakefront is inseparable from the community’s identity. Veterans Park, and the entire Milwaukee County shoreline, have increasingly become one of the most valuable assets to the community – economically, socially, physically, culturally and aesthetically. The potential opportunity for the site goes far beyond the current pattern of uses and activities. Over the years the number and diversity of uses have expanded. The opportunity to create a world class lakefront can be fully realized with a long-range planning exercise. The Friends intend to solicit design concepts for a new comprehensive plan for Veterans Park that will become a national destination that serves future generations and elevates the entire community.
- c. The design competition that is envisioned will accommodate existing planned efforts to improve the lakefront and other plans adopted by Milwaukee County and public policies including but not limited to the following -
 - i. An effort to study and improve water quality at the Veterans Park lagoon.
 - ii. Special events that are central to community pride.
 - iii. Milwaukee County’s continued operation of McKinley Marina and needed capital improvements.
 - iv. Planned improvements to partner agencies in the area including the Milwaukee Community Sailing Center, the Milwaukee Yacht Club and McKinley Flushing Channel, and service providers within the park.
 - v. Needed repairs and improvements to the seawall/bulkhead along the shoreline.
- d. Other existing conditions and plans that are acknowledged and will require alignment during the planning process -
 - i. The Long-Range Park and Open Space Plan for Milwaukee County (SEWRPC report, adopted 2/3/22)
 - ii. Public Trust Doctrine
 - iii. Soil condition and Wisconsin Dept. of Natural Resources oversight

2. Design Challenge –

The Design Challenge stated below, is a high-level description of the mission to be achieved in a Design Competition. In time the Parties will provide more specific technical constraints and details:

- a. Aesthetic Excellence
Above all, the design will create a park that achieves aesthetic and cultural excellence for the Milwaukee community, visitors to the community and future generations.
- b. National Model
The park will become a national landmark exemplifying places for the social and cultural enjoyment of all generations on a year-round basis.
- c. Economically Self-Sustaining

The park will be economically self-sustaining based on donations, revenue producing facilities, agreements with public agencies, and other funding sources which will establish a long-term program for operation and maintenance.

d. Environmental Excellence

The park will demonstrate excellence in terms of the natural environment, environmental change, resilience, and long-term sustainability.

e. Community Wide Service

The park will serve all members of the community and provide individuals and groups ample access for meaningful opportunities and activities.

f. Technical Feasibility

The park will meet technical constraints within the proposed geographic boundaries but also allow for and suggest complementary designs for adjacent areas and properties.

g. Continuity Of Existing Use

The park will allow for continuation of existing activities or programs and, at the same time, allow for new opportunities to unfold incrementally as the park evolves.

h. Long Term Management

The park will be designed in a manner that achieves sustainability in long-term operations and management.

3. Design Competition Management

a. Effective design competitions that lead to the implementation of high-quality projects require disciplined management that relies on a wide variety of expertise and support. In this case, the sponsor, the Friends, will grant funds to a Competition Manager – an organization that can undertake the following:

- i. Technical preparation of documents and support materials
- ii. Public communications and community engagement
- iii. Multi-jurisdictional coordination among private and public agencies
- iv. Demonstrated impartiality among conflicting interests

b. The Parties will collaborate to identify a Competition Manager and intend to develop a Memorandum of Understanding (MOU) with the Competition Manager (or equivalent organizations) for this purpose. Once an MOU is established the Parties will, in conjunction with the Competition Manager, establish a Steering Committee and an Advisory Committee may also be established with a broader membership to include representatives from the stakeholders who currently use and operate facilities and programs in and around Veterans Park.

- i. The Steering Committee will oversee the work of the Competition Manager and the general direction of the process on behalf of the Parties. The Steering Committee will engage staff and others to prepare materials for the competition, conduct interviews, correspond with designers, establish the rules for the competition process, and so forth. The Steering Committee may also engage the services of consultants to assist with these tasks such as web designers, community relations staff, technical experts and others. It is anticipated that the Steering Committee will meet periodically (perhaps once per month) and also engage with the Advisory Committee members.

4. Invitation to Compete

- a. The Parties will invite park planners, landscape architects, and other professional designers based on recommendations from the Steering Committee and approved by the Parties. Invited designers will be granted an agreement with Parties and will receive a fee for participating in the competition. The winner of the design competition will receive additional prize money.
- b. It is anticipated that three designers will be recommended by the Steering Committee to the Parties for invitations to compete based on, but not limited to, the following criteria:
 - i. Demonstrated aesthetic talent of the lead designer as evidenced by national or international peer reviewed professional design awards
 - ii. Demonstrated knowledge, based on project experience in the Milwaukee community
 - iii. Demonstrated success in the implementation of large scale, long-term public parks and gardens along with funding and revenue concepts for long-term economic sustainability (including the ability to generate revenue producing facilities and activities and the ability to attract private funding and donations)
 - iv. Demonstrated ability to engage multijurisdictional stakeholders and community representatives

5. Schedule

Once the competition is initiated, the next steps for conducting the competition should unfold as follows over 10-12 months.

- a. Select designers to be invited and a Jury (2 months)
- b. Establish a program for community engagement (2 months)
- c. Prepare materials for competitors (1 month)
- d. Allow competitors to create design concepts (3 months)
- e. Conduct a professional Jury based review of the designs, prepare a statement of Jury findings, and announce a winner (1 month)
- f. Conduct initial meetings for implementation (2 months)

6. Competition Evaluation

- a. The submittals will be evaluated by a Jury established by the parties. The Jury will consist of approximately seven (7) persons – four (4) professional designers with national credentials who have no conflict of interests with the invited entrants or other Milwaukee firms and three (3) persons representing local government agencies.
- b. The evaluation will be based on established criteria that are congruent with the design challenge. Designers of each proposal will be interviewed by the Jury. Prior to the interviews, public comments about the proposals will be summarized and presented to both the Jurors and the designers and may be used as part of the discussion.
- c. The jury is expected to select a single winner who will then be engaged to further develop their plans for implementation. In addition, the Jury may, based on its opinion, recommend changes to the winning solutions and also recommend use of ideas from the other entries. In landscape architecture, unlike competitions for specific buildings, it is not unusual to see large area designs expand and change over time with ideas from multiple designers. In all cases, however, and in conformance with contracts established

at the outset of the competition process with the invited designers, no use of concepts will be allowed without fair compensation to those designers.

Exhibit B - Contractor Code of Conduct