

October 26, 2006

RESOLUTION NO. 2006-99

RESOLUTION BY THE RACINE COUNTY ECONOMIC DEVELOPMENT AND LAND USE PLANNING COMMITTEE AUTHORIZING AN AGREEMENT BETWEEN RACINE COUNTY AND THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) FOR PREPARATION OF A MULTI-JURISDICTIONAL COMPREHENSIVE PLAN

TO THE HONORABLE MEMBERS of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that Racine County is authorized to execute an agreement with the Southeastern Wisconsin Regional Planning Commission (SEWRPC), as set forth herein and attached hereto as "Exhibit A," for the purpose of utilizing SEWRPC staff expertise and data in preparing a multi-jurisdictional "open space" plan.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Board Chairman or County Executive are authorized to execute any contracts or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

ECONOMIC DEVELOPMENT AND LAND USE PLANNING COMMITTEE

2nd Reading _____

BOARD ACTION

Jeff Halbach, Chairman

Adopted _____

For _____

Against _____

Robert D. Grove, Vice-Chairman

Absent _____

VOTE REQUIRED: Majority

Q. A. Shakoor, II, Secretary

Prepared by: Corporation Counsel

Mark M. Gleason

Kenneth Hall

Karen A. Nelson

Thomas Pringle

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INFORMATION ONLY

WHEREAS, SEWRPC staff will be responsible for completing a comprehensive plan document for Racine County; and

WHEREAS, the comprehensive plan will comply full with the requirements of Secs. 66.1001 and 16.965 of the Wisconsin State Statutes.

**AGREEMENT BETWEEN RACINE COUNTY
AND THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
FOR PREPARATION OF A MULTI-JURISDICTIONAL COMPREHENSIVE PLAN
FOR RACINE COUNTY AND PARTICIPATING LOCAL GOVERNMENTS**

1. Parties to the AGREEMENT

This AGREEMENT is made and entered into by and between Racine County, hereinafter referred to as the COUNTY, and the Southeastern Wisconsin Regional Planning Commission, hereinafter referred to as SEWRPC.

2. Scope

The purpose of this agreement is to utilize SEWRPC staff for lending technical expertise, supplying and compiling data, and preparing a multi-jurisdictional comprehensive plan for Racine County. SEWRPC staff will be responsible for completing a comprehensive plan document for Racine County. The comprehensive plan will comply fully with the requirements of Section 66.1001 and Section 16.965 of the Wisconsin Statutes. SEWRPC staff will also be responsible for compiling local comprehensive plan documents, based on the multi-jurisdictional County plan, as called for in the agreements entered into by SEWRPC with each local government requesting a separate plan report.

3. Scope of Service

The scope of services, including a description of activities, products, and a time schedule, is described in Exhibit A, "Work Program," which is made a part of this agreement.

4. County Responsibilities

County responsibilities shall include administering the comprehensive planning grant, including preparation of performance reports and reimbursement requests; coordinating meetings of the advisory committee and any subcommittees created by the committee, including developing agendas, mailing meeting materials, coordinating meetings, and taking and preparing minutes; acting as the contact for participating local governments; gathering and forwarding County data to SEWRPC; reviewing and commenting on draft plan chapters and other materials; working with SEWRPC and UW-Extension to develop public participation programs and materials and assist in conducting public participation activities; and additional responsibilities as specified in Section X of Exhibit A.

5. Contact

The COUNTY contact is Julie A. Anderson, Director, Racine County Planning and Development Department, whose work address and telephone number is: 14200 Washington Avenue, Sturtevant, WI 53177 and (262) 886-8470.

The SEWRPC contact for this project is David A. Schilling, Principal Planner, whose work address and telephone number is: W239 N1812 Rockwood Drive, P.O. Box 1607, Waukesha, WI 53187-1607 and (262) 547-6721.

6. State Comprehensive Planning Grant and Required Match

The COUNTY has been awarded a comprehensive planning grant by the Wisconsin Department of Administration (WDOA) to help fund preparation of the multi-jurisdictional County plan and comprehensive plans for participating local governments. The total amount of the grant is \$639,000. The COUNTY and SEWRPC agree to be funded by the State grant. The COUNTY will administer the grant.

The COUNTY and SEWRPC agree to keep appropriate accounts to document expenses related to preparation of the County and local comprehensive plans in order to satisfy the requirements of the grant agreement between the COUNTY and the WDOA.

The comprehensive planning grant includes a local match requirement of \$426,000. The COUNTY will provide \$213,000 of the required match through in-kind services. An additional \$213,000 of the required match will consist of funds to be paid by the County to SEWRPC as part of the tax levy funds that support regional planning. The COUNTY and SEWRPC hereby agree to document all matching funds and in-kind services as necessary to comply with the requirements of the grant agreement.

7. Compensation

The COUNTY shall pay to SEWRPC the costs of conducting the planning program and producing a County comprehensive plan report as set forth in Exhibit A. The agreed-upon cost for SEWRPC services shall be \$639,000, which is equal to the DOA grant. A portion of the funds paid to SEWRPC, not to exceed \$29,200, shall be used to fund 50 percent of the fringe benefits for a UW-Extension Community Planner Educator (CPE). The CPE will assist in preparing the Racine County comprehensive plan. SEWRPC shall enter into a separate agreement with UW-Extension for payment of the fringe benefit costs.

SEWRPC shall submit invoices to the COUNTY every six months, beginning on December 31, 2006, and ending on June 30, 2009.

The County shall pay SEWRPC for all services deemed satisfactory by the County as identified on the invoices within 60 days of receipt of an invoice.

8. Subletting or Assignment

SEWRPC shall not sublet or assign any or all of the services under this agreement without the prior written approval of the COUNTY.

SEWRPC may not subcontract for the performance of services or the fulfillment of obligations under this agreement without prior written approval from the COUNTY.

9. Ownership of Documents

Upon completion or termination of this agreement all original documents shall become the property of the COUNTY.

10. Prosecution and Progress

This agreement shall become effective when executed by all parties and remain in effect until termination by either party. A timetable for execution of the project is included in Exhibit A. Any amendment or revision to this agreement must be approved in writing by both the COUNTY and SEWRPC.

11. Severability

If any part of any provision of this agreement shall be deemed invalid or unenforceable under the applicable law, that part shall be invalid or unenforceable only, without affecting the remaining parts of said provision or the remaining provisions of this agreement.

12. Termination of the Agreement

The COUNTY or SEWRPC may terminate this agreement at any time at its discretion by providing 30 days written notice. Upon termination, SEWRPC will be reimbursed for all costs and noncancellable commitments incurred in the performance of the project and not yet paid for.

13. Execution of the Agreement

This agreement is hereby executed upon the completion of the indicated signatures by each of the parties.

By: _____ Date: _____
Thomas H. Buestrin, Chairman
Southeastern Wisconsin Regional Planning Commission

By: _____ Date: _____
Philip C. Evenson, Executive Director
Southeastern Wisconsin Regional Planning Commission

By: _____ Date: _____
William L. McReynolds, County Executive
Racine County

By: _____ Date: _____
Julie A. Anderson, Director
Racine County Planning and Development Department