

January 10, 2012

RESOLUTION NO. 2011- 96

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE TRANSFER OF \$16,656.00 FROM THE DEVELOPMENT SERVICES 2012 BUDGET TO THE LAND CONSERVATION 2012 BUDGET AND AUTHORIZE A TWO YEAR CONTRACT WITH CONSERVATION CONSULTING SERVICES LLC

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds, as set forth in Exhibit "A" and the two year contract with Conservation Consulting Services set forth in Exhibit "B" that is attached hereto and incorporated herein, is authorized and approved.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: 2/3 Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Gilbert Bakke

Q. A. Shakoor, II

John A. Wisch

Pamela Zenner-Richards

The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

James A. Ladwig, County Executive

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INFORMATION ONLY

WHEREAS, there is a need to transfer \$16,656.00 from the Development Services 2012 budget to the Land Conservation 2012 Budget; and

WHEREAS, a two year contract with Conservation Consulting Services LLC will be authorized

LAND CONSERVATION SERVICES AGREEMENT

THIS CONTRACT made this 13th day of December, 2011 by and between Racine County, on behalf of the Racine County Public Works and Development Services Department (hereinafter referred to as "COUNTY") and Conservation Consulting Services, L.L.C. (hereinafter referred to as "CONSULTANT"). Conservation Consulting Services, L.L.C. is an individual or corporation providing land conservation consulting services and is the Consultant in this contract.

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. PARTIES The parties understand that Racine County has an obligation to provide certain land conservation services under the direction of the Director of Public Works and Development Services. The parties understand that this contract is meant to provide for these services on a contractual basis.

2. SERVICES The Consultant shall provide a variety of services to the COUNTY pursuant to this agreement. The services provided by the Consultant shall include:

- A. Provide assistance with Land and Water Resource Management Plan
- B. Assist with the implementation of the Eagle Lake Management Plan
- C. Record and enter data for the transect survey
- D. Provide on-site construction inspection and certifications
- E. On-site soil erosion reviews for shore land contracts
- F. Technical reviews for existing and new projects
- G. Attend various technical and resource meetings
- H. Assist with the Wildlife Damage Program
- I. Assist with the Farmland Preservation Program
- J. Other activities as requested by the Director of Racine County Public Works and Development Services or the County Conservationist.

3. PAYMENT TERMS COUNTY shall pay Consultant for the actual hours worked per billable period at the rate of \$21.50 per hour. The parties understand that Consultant can provide other services to other customers.

4. **DURATION** This contract shall begin on January 1, 2012 and shall terminate on December 31, 2013.

5. **A CONTRACT ADMINISTRATION** The contract administrator and the person in charge of the services provided by the Consultant shall be Director of Racine County Public Works and Development Services, located at 14200 Washington Ave. Sturtevant, WI 53117-1253.

6. **WORK ASSIGNMENT** The Director of Racine County Public Works and Development Services, at her discretion, shall direct Consultant as to project assignment.

7. **QUALIFICATIONS** Consultant represents that he is qualified to provide the services as required and specifically set forth in paragraph 2 above.

8. **INDEPENDENT CONTRACTOR** The parties agree that the Contractor is an independent contractor and is not an employee of RACINE COUNTY. Contractor represents that he is available to provide similar services to other parties other than Racine County. Contractor is responsible for paying all income tax and self-employment tax. COUNTY shall not withhold any taxes from the check remitted to Contractor. COUNTY shall not be responsible for paying any social security, medicare and unemployment taxes on behalf of the Contractor.

9. **SPACE AND SERVICES** COUNTY shall make available space within the Public Works and Development Services offices, which the Consultant can use for his convenience in providing said services. Consultant represents that he also provides services at other locations.

10. **TIMETABLE** There are no set times for the providing of said services but generally will be delegated based upon need and deadline compliance. Completion of services provided shall be in accordance with the timetable established by the Director of Public Works and Development Services.

11. INDEMNIFICATION Contractor agrees that he will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by Contractor under this contract.

COUNTY agrees that it will at all times during the existence of this contract Indemnify the Contractor against any and all loss, damages and cost or expenses which Contractor may sustain, incur or be required to pay as a result of any of the services provided by the COUNTY under this contract.

12. SUSPENSION, RENEWAL, TERMINATION Racine County may suspend the contract if and when it is determined by the Director of Public Works and Development Services that the Contractor is unable to perform the services required under the contract. This contract may be renewed on an annual basis. Either party may terminate this contract for any reason or no reason upon (30) thirty days written notice.

This Agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to Contractor that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

RACINE COUNTY:

By: _____

By: *Alle J. Hansen* 12-29-11

By: *Wendy M. Christensen*
Wendy M. Christensen 12/29/11
Racine County Clerk

CONTRACTOR:

By: *Brian Sadler*
Conservation Consulting Services, LLC
Brian Sadler

REVIEWED BY FINANCE DIRECTOR
[Signature] 12-14-11
Sign Date

Date 12-22-11
Certified to be correct as to formal.
By *[Signature]*
Racine County Corporation Counsel

Conservation Consulting Services, LLC

Proposed Services to the Racine County Land Conservation Office (1/1/12-12/31/13)

1. Provide assistance in the development of Racine County Land and Water Resource Management Plan.
2. Assist with collecting rural inventories for eligible landowners and program compliance.
 - Contact landowners regarding voluntary or regulatory participation.
 - Assist the development and implementation of conservation planning.
3. Assist in the development and implementation of conservation projects including but not limited to
 - Conducting field surveys and inspections, recording data and taking accurate notes.
4. Provide on-site technical review for shoreland contracts, rezones, non-metallic mining and conditional use permits.
5. Assist with the Farmland Preservation Program.
 - Review farms for compliance of the required standards.
6. Assist with the annual Tree Program by answering customer questions and assisting tree distribution.
7. Provide assistance in other programs such as the
 - Gypsy Moth Suppression Program
 - Deer Donation Program
 - Wildlife Damage Abatement and Claims Program
 - Transect survey
 - County Fair Display
 - Annual Rural Landowner Conference
8. Assist with any other programs or activities as requested by the County Conservationist.

I propose providing these types of services for the Racine County Land Conservation Office.



Brian Sadler,
Conservation Consulting Services, LLC