

Memo

To: Village Board
Fr: Craig Berndt *CLB*
Re: UPDATED CONTRACT FOR BROWN COUNTY FLOODPLAIN
MANAGEMENT ASSISTANCE
Date: June 30, 2015

The current contract for floodplain technical assistance provided by the Brown County Planning Department is proposed to be updated. The current contract is attached.

The reason for the update is that currently Brown County cannot provide approval of LOMA requests for "Community Acknowledgement Forms." This service must be provided by a "qualified floodplain person" so this contract will include this service as it is needed by the village of Allouez.

The contract is being reviewed by the village attorney.

It is recommended that this updated contract be approved by the board.

**INTERGOVERNMENTAL AGREEMENT
ADMINISTRATION OF FLOODPLAIN ZONING**

Between

VILLAGE OF ALLOUEZ and BROWN COUNTY

THIS AGREEMENT (“Agreement”) is entered into by and between the Village of Allouez, with business offices located at 1900 Libal Street, Green Bay, Wisconsin 54301, (“Local Public Agency” or “LPA”) and Brown County, Wisconsin, by and between its Planning and Land Services Department, with business offices located at 305 E. Walnut Street, Green Bay, Wisconsin 54301, (“Brown County”). Hereinafter LPA and Brown County may be referred to collectively as “Parties” or singularly as “Party.”

RECITALS

WHEREAS, LPA is in need of contracted services to provide assistance in administration of floodplain zoning to their Village; and,

WHEREAS, Brown County has the ability to perform said administrative floodplain zoning services; and,

WHEREAS, pursuant to Wisconsin State Statutes, §66.0301, governmental bodies, in the spirit of cooperation, may contract with each other for services as authorized by law; and,

WHEREAS, LPA desires to contract for assistance in administration of floodplain zoning services with Brown County, and Brown County is agreeable to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **RECITALS:** The above recitals are deemed to be true, correct and are incorporated herein.
2. **PURPOSE:** LPA hereby contracts with Brown County for Brown County to

perform floodplain zoning services pursuant to the terms of this Agreement.

3. **TERM.** This Agreement shall be effective commencing on the date of the last execution and shall continue until December 31st of the following year (“Initial Term”). It is the intent that the Initial Term of this Agreement is to include one full year and any partial year of the year of commencement. This Agreement shall automatically renew for one year terms (“Renewal Term”) commencing on the 1st of January of the succeeding year after the Initial Term, and ending on December 31 of that year, and such Renewal Terms shall continue until the Agreement is terminated by either Party or by law.

4. BROWN COUNTY AGREES AS FOLLOWS:

- a. Brown County Planning and Land Services Department - Zoning Division staff will be assigned to LPA.
- b. Brown County represents that it has or will secure at its own expense, all personnel required in performing services under this Agreement.
- c. All Brown County services provided hereunder will be performed by Brown County staff or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- d. Brown County will provide the following tasks for LPA to help maintain their Community Rating System (“CRS”) rating.
 - 1. Complete written staff reports regarding floodplain zoning tasks including but not limited to:
 - a. Phone logs
 - b. Drafting floodplain newsletter for compliance with CRS program
 - c. Assist with completion of annual report for CRS Program

- d. Flood data management - maintaining and using digitized maps in the day to day management of the floodplain and providing LPA with information to be included in their outreach projects
- e. Brown County will attend, as it is able, the Village Plan Commission, Board or other meetings as requested by LPA.
- f. Brown County Planning and Land Services - Zoning Division staff will provide support for day-to-day LPA questions.
- g. Provide Geographic Information Systems (“GIS”) mapping and analysis.
- h. Brown County’s review of floodplain mapping and recommendations shall be in accordance with State and Federal law and Village of Allouez Floodplain Ordinances, as amended from time to time.
- i. Brown County will sign “Community Acknowledgement Forms” and other FEMA documents as requested as long as they are in accordance with State and Federal law and Village of Allouez Floodplain Ordinances, as amended from time to time.

5. LPA AGREES AS FOLLOWS:

- a. LPA shall give Brown County full cooperation under this Agreement.
- b. LPA shall provide to Brown County all necessary personnel, information, maps, data and anything else Brown County determines to be pertinent to the services being rendered under this Agreement which are in the possession of LPA.
- c. LPA hereby authorizes members of Brown County’s staff to have full access and enter upon any lands its employees would be authorized to enter in the course of their employment, and as allowed under the law, at reasonable times and in such manner as to cause no unnecessary injury or damage to said lands, in order to make

examinations and surveys related to floodplain zoning, and to fulfill any related services under this Agreement.

- d. Upon submittal of a “Letter of Map Change” Brown County will sign “Community Acknowledgement Forms” and other FEMA documents as requested as long as they are in accordance with State and Federal law and Village of Allouez Floodplain Ordinances, as amended from time to time.

6. HOURS OF SERVICE: The maximum number of hours Brown County shall service LPA per year shall be mutually agreed upon between the Parties in a written addendum to this Agreement. Brown County staff appearance for court hearings involving the enforcement of state statutes and ordinances for LPA shall be charged at the rate of \$ 55.46 per hour, with a two hour minimum charge per hearing, after that it will be charged in fifteen minute increments. All court appearance shall be charged the minimum two hour charge unless notice of cancellation is received by Brown County at least forty-eight (48) hours prior to said hearing. The rate for court appearance for enforcement purposes shall be over and above any other costs and fees paid by LPA under this Agreement.

7. INVOICING:

- a. LPA shall pay Brown County on a timely basis, based on the staff rates as determined for contracted services in Brown County Planning and Land Services. The 2015 billable rate shall not exceed \$ 55.46 per hour. This rate shall be reviewed and may be adjusted, as necessary, every year of a Renewal Term subject to the adopted Brown County Budget.
- b. Brown County shall invoice the LPA on a semi-annual basis. The first invoice being for hours completed in the first half of the calendar year including January 1st through and including June 30th. The second invoice for hours completed in the second half of the calendar year shall commence July 1st and run through and

include December 31st of each given year under this Agreement.

8. **TERMINATION:** Either Party may terminate this Agreement at any time, for any reason by giving the other Party sixty (60) days written notice of intent to terminate. In the event of termination of this Agreement, LPA shall have the option to request any finished or unfinished documents maintained by Brown County under this Agreement by giving thirty (30) days written notice to Brown County at the time of termination requesting LPA property, and Brown County shall be entitled to receive just and equitable compensation for any work completed on such documents. If this Agreement is terminated, Brown County shall be compensated for the value of the services rendered through the effective date of termination.

9. **MUTUAL INDEMNIFICATION:** Each Party shall hold harmless the other Party and be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result in or arise out of any conduct, negligence or willful misconduct caused or alleged to have been caused by that Party, its officers, officials, agents, employees and assigns, in the performance or omission of any act or responsibility of that Party under this Agreement, and will hold the other Party harmless for those losses. In the event that either Party incurs damages, costs or expenses solely by reason of the other Party's actions or inactions, negligence or willful misconduct pertaining to this Agreement, then, in addition to any right of contribution or other cause of action that may be provided by law, the damaged Party shall be indemnified by the other Party for all losses incurred by such damaged Party. This indemnification shall survive the date of expiration or termination of this Agreement.

10. **JURISDICTION:** Any lawsuits related to or arising under this Agreement shall be commenced and tried in the Courts of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of the Brown County courts for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

11. **NOTICES:** Any and all notices and demands shall be in writing delivered in person

or by first class mail, registered or certified, postage prepaid, return receipt requested, or by a recognized overnight delivery service with proof of service, and addressed to the appropriate party as follows:

VILLAGE OF ALLOUEZ:

Village of Allouez
1900 Libal Street
Green Bay, WI 54301

Phone:
Fax:
Email:

BROWN COUNTY: Brown County Planning and Land Services Department –
Zoning Division
305 E. Walnut Street, Room 320
Green Bay, WI 54301
Phone: (920) 448-6480
Fax: (920) 448-4487
Email: heyroth_mr@co.brown.wi.us

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

12. AMENDMENTS: This Agreement is the entire agreement between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this Agreement.

13. SEVERABILITY: The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

14. CONSTRUCTION: All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted

the document or any portion thereof.

15. HEADINGS: The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

16. AUTHORITY: The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

IN WITNESS WHEREOF, LPA and Brown County have executed this Agreement on the day and year entered below.

VILLAGE OF ALLOUEZ:

Date: _____

Randell Gast, Village President

Brad Lange, Village Administrator

BROWN COUNTY:

Date: _____

Troy Streckenbach, County Executive

Chuck Lamine, Planning Director

This documents drafted by Brown County Corporation Counsel.



**CONTRACT
FOR
ASSISTANCE IN ADMINISTRATION OF FLOODPLAIN ZONING**

THIS AGREEMENT, entered into this 24th day of January, 2012, by and between the Village of Allouez, Brown County, Wisconsin, hereinafter called the Local Public Agency or LPA and the Brown County – Planning and Land Services Department, hereinafter called the CONTRACTOR.

WITNESSETH

WHEREAS, the LPA desires to engage the CONTRACTOR to provide assistance in administration of floodplain zoning to the LPA.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Employment of CONTRACTOR: The LPA hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform floodplain zoning services requested by said LPA, in accordance with the following points, as requested by the Allouez Village Administrator:

- Brown County Zoning Division staff will be assigned to the Village of Allouez.
- The following tasks will be completed for the Village to maintain Community Rating System (CRS) rating: Written staff reports regarding floodplain zoning tasks including but not limited to: phone log, tracking type of floodplain questions received, drafting floodplain newsletter for compliance with CRS program, completion of annual report for CRS Program, flood data management – maintaining and using digitized maps in the day to day management of the floodplain and providing the Village with information to be included in their outreach projects.
- Attendance at Village Plan Commission, Board, or other meetings as requested.
- Brown County Zoning staff provides support for day-to-day Village questions.
- Geographic Information Systems (GIS) mapping and analysis.

Cooperation by the LPA: The LPA will make available to the CONTRACTOR any personnel, information, reports, maps, and data in the possession of the LPA and will cooperate with the CONTRACTOR in the course of work specified herein. To that end, the LPA hereby authorizes members of the staff of said CONTRACTOR to enter upon any lands, at reasonable times and in such manner as to cause no unnecessary injury, in order to make examinations and surveys related to floodplain zoning.

Personnel:

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Time of Performance: The contract duration shall be from the time of acceptance by the Brown County Executive, Brown County Planning Director, and the Village of Allouez through to the time of termination, as requested by either the LPA or CONTRACTOR. The maximum number of hours per year will be agreed upon by the LPA and CONTRACTOR.

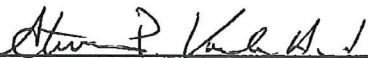
Reporting/Billing: The CONTRACTOR shall invoice the LPA on a semi-annual basis. The first invoice being for hours completed in the 1st half of the calendar year and second invoice for hours completed in the 2nd half of the calendar year.


Compensation: The LPA agrees to pay the CONTRACTOR on a time basis, based on the staff rates as determined for contracted services in Brown County Planning and Land Services. The 2012 billable rate will not exceed \$50.08 per hour. This rate must be reviewed and adjusted as necessary every year depending on the adopted Brown County Budget.

Termination of Contract: The LPA or the CONTRACTOR may cancel the contract upon 60 days' notice to the other party. In such event, all finished or unfinished documents, prepared by the CONTRACTOR under this Contract shall, at the option of the LPA, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work completed on such documents. If the Contract is terminated, the CONTRACTOR shall be compensated for the value of the services rendered through the effective date of termination.

IN WITNESS WHEREOF, the LOCAL PUBLIC AGENCY and the CONTRACTOR have executed this AGREEMENT on the day and year above written.

VILLAGE OF ALLOUEZ

By: 
Steve Vanden Avond, Village President


Tracy Flucke, Village Administrator

BROWN COUNTY – PLANNING AND LAND SERVICES DEPARTMENT

By: 
Troy Streckenbach, County Executive


Chuck Lamine, Planning Director