

ENROLLED ORDINANCE 174-82

AUTHORIZE THE DEPARTMENT OF PARKS AND LAND USE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDING FROM THE WAUKESHA COUNTY LAND CONSERVANCY TO COMPLETE HABITAT RESTORATION IN THE MIDDLE FOX RIVER WATERSHED AND MODIFY THE DEPARTMENT'S 2020 BUDGET

WHEREAS, the Waukesha County Park System has over 9,000 acres of parkland and greenway managed according to detailed land management plans; and

WHEREAS, the Waukesha County Land Conservancy, Inc., a non-profit conservation organization, has obtained a National Fish and Wildlife Foundation Five Star Grant to conduct habitat restoration and land management in the Middle Fox River Watershed; and

WHEREAS, the Waukesha County Land Conservancy has agreed to partner with Waukesha County, along with several other local organizations, to conduct restoration activities on 100 acres of wetland and riparian areas, remove invasive species on 100 acres, improve management practices on over 1,100 acres, conduct citizen science monitoring on restored sites for future land management planning and engage hundreds of volunteers; and

WHEREAS, the Waukesha County Land Conservancy will provide Waukesha County grant funding totaling \$15,000 to hire a natural land management intern to conduct restoration activities including recruitment and coordination of volunteers; and

WHEREAS, Waukesha County will provide a match contribution totaling \$10,503 in staff time and materials to complete the restoration work as previously defined in the County's natural land management plans for 70 acres of County property.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Department of Parks and Land Use is authorized to enter into an agreement and accept grant funding from the Waukesha County Land Conservancy.

BE IT FURTHER ORDAINED that, the Director of Parks and Land Use or his designee is authorized to execute the partnership agreement on behalf of Waukesha County, together with any other documents necessary to accomplish the intended transaction.

BE IT FURTHER ORDAINED that the Department of Parks and Land Use General Fund budget is modified by increasing personnel cost appropriations by \$15,000 related to temporary extra help and increasing general government revenues by \$15,000 to cover costs associated with this project.

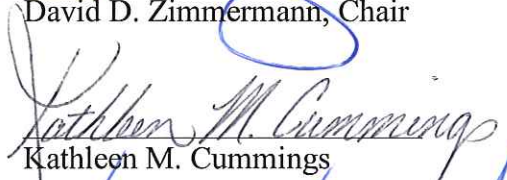
AUTHORIZE THE DEPARTMENT OF PARKS AND LAND USE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDING FROM THE WAUKESHA COUNTY LAND CONSERVANCY TO COMPLETE HABITAT RESTORATION IN THE MIDDLE FOX RIVER WATERSHED AND MODIFY THE DEPARTMENT'S 2020 BUDGET

Presented by: Land Use, Parks and Environment Committee


Approved by: Finance Committee


David D. Zimmermann, Chair

Absent
James A. Heinrich, Chair


Kathleen M. Cummings


Timothy Dondlinger


Keith Hammitt

Absent
Tyler J. Foti

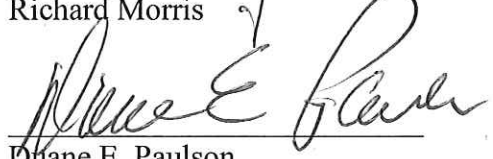

William A. Mitchell

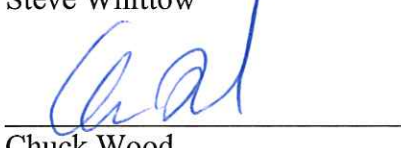

Thomas A. Michalski

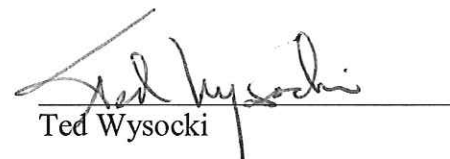
absent
Thomas J. Schelling


Richard Morris


Steve Whittow


Duane E. Paulson


Chuck Wood


Ted Wysocki

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 2/28/2020, 
Margaret Wartman, County Clerk

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

Approved: X
Vetoed: _____

Date: 2/28/2020, 
Paul Farrow, County Executive



Ordinance 174-O-087 - Amended Police Department 21 Personnel and 12 Positions and 12 Positions for Appointment and Salary Schedule of Police Personnel, County of Waukesha, Wisconsin by the Board of Supervisors of Waukesha County, Wisconsin, to be effective 3/1/2020.

VOTE RESULTS: Passed By Majority Vote

AYE: 24 NAY: 0

ABSENT: 1

D1 - Foti	Yes
D2 - Zimmermann	Motion
D3 - Morris	Yes
D4 - Batzko	Yes
D5 - Dondlinger	Yes
D6 - Walz	Yes
D7 - Grant	Yes
D8 - Michalski	Yes
D9 - Heinrich	Yes
D10 - Swan	Yes
D11 - Howard	ABSENT
D12 - Wolff	Yes
D13 - Decker	Yes

D14 - Wood	Yes
D15 - Mitchell	Yes
D16 - Crowley	Yes
D17 - Paulson	Yes
D18 - Nelson	Yes
D19 - Cummings	Yes
D20 - Schellinger	Yes
D21 - Gaughan	Yes
D22 - Wysocki	Yes
D23 - Hammitt	Second
D24 - Whittow	Yes
D25 - Johnson	Yes

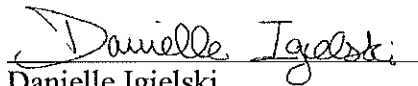
FISCAL NOTE

AUTHORIZE THE DEPARTMENT OF PARKS AND LAND USE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDING FROM THE WAUKESHA COUNTY LAND CONSERVANCY TO COMPLETE HABITAT RESTORATION IN THE MIDDLE FOX RIVER WATERSHED AND MODIFY THE DEPARTMENT'S 2020 BUDGET

This ordinance authorizes the Department of Parks and Land Use to accept grant funding to complete habitat restoration in the Middle Fox River Watershed. This ordinance also appropriates \$15,000 of personnel cost expenditure authority and increases the general government revenue budget by \$15,000.

The National Fish and Wildlife Foundation awarded grant funds to the Waukesha County Land Conservancy, which will pass along funding to the Waukesha County to conduct restoration activities. The department plans to use this funding to pay for a natural land management intern (temporary extra help) to help carry out these activities. As part of the grant award, the department has pledged to provide \$10,503 in matching staffing, which is already included in the 2020 budget, and equipment usage toward these efforts. The grant award is through December 31, 2020.

This ordinance pertains to a one-time grant, and there is no direct tax levy impact.



Danielle Igielski
Accounting Services Manager

2/4/2020

BPD

JE#2020-00000971

Referred on:	File Number:	Referred to:
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NFWF

Five Star & Urban Waters Restoration Program Full Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. Do not change the formatting (*Times New Roman 11pt font, ¼ inch margin*). The final narrative should not exceed six (6) pages. Do not delete the text provided below. Upload completed document as a PDF or MS Word file into the on-line application as instructed. Bulleted lists may be used.

1. Specify the total acres the project will restore and identify the target watershed and focal species/habitat.

Describe the project's connection to the watershed and explain the need for the project. Show total magnitude/relative impact of the project (acres restored, etc.); identify the watershed and any targeted species; explain how the project complements or implements existing national, state or regional watershed management plans, state wildlife action plans or species conservation plans; and, identify overall key threats to targeted species and watershed.

Total magnitude/relative impact of the project: Waukesha County Land Conservancy (WCLC) and Waukesha County Parks (WCP) are partnering to restore the primary environmental corridor (PEC) and natural areas along the Fox River and the surrounding Fox River watershed, providing significant conservation and stewardship benefits to Waukesha County, WI and adjacent regions. The project will improve water quality, wildlife habitat, and species diversity across 8 protected preserves within the 248-square-mile Middle Fox River watershed. The preserves total 1,468 acres and have 1.57 miles of Fox River frontage. Each of the 8 preserves is designated as a natural area of regional significance (i.e., classified NA-2 by Southeast Wisconsin Regional Planning Commission [SEWRPC]), comprises PECs, and supports hundreds of rare plant and wildlife species and species of regional conservation interest (SRCIs). The partners will:

- **restore 100 acres of wildlife habitat, in-stream habitat, and river frontage and improve overall management practices on 1,100 acres**, ensuring the health of hundreds of species from multiple taxa groups;
- **improve water quality** by restoring natural ecological processes and stream-bank buffers to provide improved bank stabilization, fisheries, nutrient recycling, and erosion control, limiting sedimentation;
- **restore native plant communities** and reduce interspecific competition for resources by removing non-native and invasive plants and shrubs, in part by reintroducing prescribed burns;
- **monitor herptile, bat, and bird populations** across 6 preserves and 1 stream to measure the effectiveness of habitat restoration and water-quality improvement efforts.

Watershed, targeted species, and overall key threats: The Middle Fox River watershed is the largest in the Fox River Basin, spanning multiple counties in Southeast Wisconsin. Land cover in this watershed is primarily "rural" and has predominant agricultural cover (41%), as defined by the Wisconsin Department of Natural Resources (WDNR). Other "rural" uses include grasslands (18%), wetlands (14%), and forests (13%). Urban areas comprise a relatively small amount (4%) of the land cover. The WDNR categorizes the entire stretch of the Fox River that runs through the Middle Fox River watershed as "impaired," and many adjacent streams and lakes do not meet water quality standards.

The main factors that are impairing these waterbodies, critically sensitive habitats, and connecting corridors are (a) the proliferation of invasive species; (b) development and agricultural runoff, which causes excessive nutrient and sediment loading, high water temperatures, and harmful algae growth, threatening native aquatic plant communities, recreational access, and local health; and (c) the loss of buffers around waterways and hydrologic features, which degrades wildlife habitat and recreational access, negatively affecting the environment and the economy.

Property significance and rare species: For detailed information about the project areas, see the attached document, "Property Significance and Associated Rare Plant and Wildlife Species." There are 54 species of plants and 21 species of wildlife that are probable to occur within our properties for breeding and/or

migratory habitat that are considered to be rare, threatened, or endangered: 23 bird, 1 mammal, 4 fish, 3 mussel, 1 snake, and 1 turtle species (Wisconsin Natural Heritage Inventory/eBird/SEWRPC). The following are state designations unless otherwise specified. (SC = special concern, THR = threatened, E = endangered, U = locally uncommon)

Rare mussels: ellipse/*Venustaconcha ellipsiformis* (THR), slippershell/*Alasmidonta viridis* (THR), elktoe/*Alasmidonta marginata* (SC)

Rare fish: lake chubsucker/*Erimyzon sucetta* (SC), pugnose shiner/*Notropis anogenus* (THR), slender madtom/*Noturus exilis* (E), starhead topminnow/*Fundulus dispar* (E), least darter/*Etheostoma microperca* (SC)

Rare herptiles: Blanding's turtle/*Emydoidea blandingii* (SC), spotted salamander/*Ambystoma maculatum* (U), mudpuppy/*Necturus maculosus* (U)

Rare birds: Bell's vireo/*Vireo bellii* (THR), red-shouldered hawk/*Buteo lineatus* (THR), cerulean warbler/*Setophaga cerulea* (THR), hooded warbler/*Setophaga citrina* (THR), prothonotary warbler/*Protonotaria citrea* (THR)

Rare mammals: big brown bat/*Eptesicus fuscus* (THR), little brown bat/*Myotis lucifugus* (THR), northern long-eared bat/*Myotis septentrionalis* (THR), eastern pipistrelle/*Perimyotis subflavus* (THR), silver-haired bat/*Lasionycteris noctivagans* (SC), hoary bat/*Lasiurus cinereus* (SC), eastern red bat/*Lasiurus borealis* (SC)

Rare invertebrates: rusty patched bumblebee/*Bombus affinis* (federally END)

National, state, or regional watershed-management plans; state wildlife action plans; and species - conservation plans that this project supports: The project is consistent with the following management plans and/or reports that address the need for habitat restoration and the removal of invasive species:

- **WDNR-1:** *Wisconsin's Priority Conservation Opportunity Areas for Wildlife Species of Greatest Conservation Need* (WDNR, revised 2017) identifies the Middle Fox River watershed as an aquatic opportunity area.
- **WDNR-2:** *Wisconsin Land Legacy Report: An Inventory of Places to Meet Wisconsin's Future Conservation and Recreation Needs, Interim Forest Management Plan, Vernon Marsh* (WDNR, 2015) identifies significant areas in the watershed.
- **WDNR-3:** *Wisconsin's Nonpoint Source Program Management Plan* (WDNR, federal fiscal years 2016–2020) supports habitat protection and restoration to improve water quality.
- **WDNR-4:** *Reversing the Loss: A Strategy to Protect, Restore, and Explore Wisconsin Wetlands* (WDNR 2008) follows recommended restoration methods (see p. 12).
- **WDNR-5:** State natural area plans (<https://dnr.wi.gov/topic/Lands/naturalareas/>, n.d.) recommend the control of invasive species to maintain ecological integrity.
- **WDNR-6:** *Wisconsin's Wildlife Action Plan* (WDNR, 2015) promotes concentrated public access points, limited recreational activities in the habitats of species of greatest conservation need (particularly during breeding seasons), protection of site hydrology, and early detection and management of invasive species.
- **SEWRPC-1:** *A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern WI: Planning Report #42* (SEWRPC, 1997, amended 1998, 2009, and 2010) identifies properties in need of protection to maintain populations of endangered, threatened, and rare species.
- **SEWRPC-2:** *Southeastern Wisconsin Fox River Commission Implementation Plan* (SEWRPC, 2011–2020) recommends improving water quality and controlling invasive species
- **WC-1:** *Waukesha County Land and Water Resource Management Plan, 2012 Update* (Waukesha County Land Resources Division, 2012) recommends the preservation of PECs and controlling invasive species.

2. Who will be involved in the planning and implementation phases of the project? State the number of community members directly engaged or impacted. Describe community characteristics of the project area and identify any underserved or high-need communities. Explain the role each partner will play in planning and implementing the project and include the total magnitude/relative impact of the project (# people engaged, etc.). Use poverty statistics, school lunch data or demographic records to articulate high-need or underserved communities and identify how the project increases community members' access to nature and

decreases their potential risk of harm from potential environmental hazards.

Number of community members directly engaged/impacted: We will dramatically increase the number of citizens we engage with and impact via our conservation and education efforts, broadening our outreach from 400 to 1,000 citizens. These combined efforts will allow us to increase our volunteer base from 175 to 300; improve our internship capacity from 30 to 40 annually; perform essential habitat restoration on 100 acres across our 8 preserves; and provide education to 75 more K–12 students.

Community characteristics/statistics of underserved/high-need communities: We will recruit citizens from Waukesha County’s underserved and underprivileged Latin-X and African American communities (17,775 and 12,347 citizens, respectively), many of whom face a severe and disproportionate nature deficit.

Partners’ roles in planning and implementation: We founded an alliance of conservation organizations to dramatically diversify our constituency and broaden our reach; share resources, tools, and expertise to maximize efficiency; and establish and institutionalize alliance-wide priorities and processes to leverage strengths and operate as one highly effective team. Leading alliance members include **WCP** and **The Nature Conservancy (TNC)**, which host joint workdays with WCLC and provide technical expertise, tools, and equipment, allowing us to define and share world-class best-management practices and protect entire ecosystems. We will promote the Waukesha County Environmental Education School Guide (see attached document) to teachers so that they can engage with WCP’s Retzer Nature Center and deliver environmental education to their students using existing programs. Additionally, we will continue to work with **Carroll University (CU)** to further develop our experiential learning program, and we will build a relationship with **Waukesha County Schools** to engage K–12 students in conservation education and outreach activities on our preserves. **The University of Wisconsin–Milwaukee (UW–M)** and other partners will also contribute to these educational efforts.

Increasing community members’ access to nature: To better engage our underserved and underprivileged constituents, we will meet with community leaders from our Latin-X and African American communities; university professors such as Dr. Elena DeCosta of CU; K–12 educators at schools such as **La Casa de Esperanza**, which serves a primarily Latin-X demographic; and Andre Gonzalez, vice president and chief diversity officer of **Froedtert Medical** and a WCLC board member who is associated with the **Hispanic Collaborative Network**. We will hire an education and outreach manager to lead these efforts and actively recruit citizens from these communities to join our committees so that they can contribute to the development of the program. We will work with our partners to provide accessible transportation to and from natural areas, and we will collaborate with **Wisconsin Hero Outdoors**, an organization that serves veterans and first responders, and the **Laudato Si’ Project**, which seeks to restore human connections to nature, to diversify our outreach efforts. By offering fun and engaging volunteer and recreation opportunities, we can inspire a love of nature in more of our citizens.

3. Will your project involve a USFWS-designated National Wildlife Refuge or Migratory Bird Treaty Area? See Funding Availability in RFP and answer only if applicable. No.

4. If your project is located in one of the corporate-sponsored urban areas requesting a community service opportunity, describe the type of day-long community service event you propose to host for up to 50 employees of our corporate sponsor and your partnership’s capacity to carry out this event. Include event location, specific activities and approximate date. See Funding Availability in RFP and answer only if applicable.

This project is located within 6 miles from a FedEx headquarters in New Berlin, WI. In the spring or fall of 2020, we will host a volunteer day for FedEx employees for stewardship and monitoring significant preserves.

II. CONSERVATION AND OUTREACH ACTIVITIES

5. For each conservation metric, identify and briefly describe the major restoration activity that your

partnership will undertake. For each metric, list major restoration activities and describe how each will meaningfully advance the project's conservation goals and improve the health of the watershed and focal species/habitat.

1. **Land, wetland, and riparian restoration: 100 acres** of wetland and riparian areas restored by invasive species removal
2. **Improved management practices: 1,100 acres under new management** (1000 under WCP and 100 under WCLC) to optimize conservation planning, implementation, and monitoring
3. **Removal of invasive species: 100 acres cleared of invasive species** by WCP (70 acres) and WCLC (30 acres) including woody species (e.g., buckthorn, honeysuckle, autumn olive, Japanese barberry, burning bush) and herbaceous species (e.g., garlic mustard, purple loosestrife, phragmites, dame's rocket)
4. **Implementation for stormwater runoff: stormwater runoff prevented** by restoring habitat and strategically planting trees in areas dominated by invasive reed canary grass and on former agricultural areas; restored terrestrial communities, reduced surface flow, erosion control, enhanced nutrient retention and recycling, and improved water quality
5. **Monitoring: 1 stream and 6 sites monitored** by citizen-scientist volunteers for herptiles, bats, and birds; collected data incorporated into land-management plans to drive future conservation and restoration efforts; annual vegetative and wildlife monitoring conducted to ensure project success

6. For each outreach/educational and conservation metric, briefly describe each corresponding, major educational/outreach activity that your partnership will undertake. For each metric, list major outreach/educational activities and describe how each will meaningfully advance the educational and conservation goals of the project and benefit the targeted communities.

1. **Volunteer participation: 300 volunteers participating. Outreach/education/technical assistance: 1,000 people reached.** As part of the Community Conservation Partnership program, we will engage more people in citizen-science restoration and monitoring activities. We will distribute educational materials on invasive-species management and protecting and stewarding land and water; hold educational workshops; and conduct volunteer days for invasive-species removal and trash clean-up. These workdays will be advertised on our Facebook pages, websites, and through direct mail.
2. **Teachers engaged: 6 teachers.** WCLC will promote WCP's Retzer Nature Center's courses, outlined in the Waukesha County Environmental Education School Guide, to teachers; hold educational events on our preserves and at WCP's Retzer Nature Center; and provide transportation to those who lack it.
3. **Economic benefit: 5 jobs sustained, 2 jobs created.** WCLC will sustain 2 FTE jobs, 2 part-time internships, and 6 unpaid internships that prepare students for employment. WCLC will create a permanent education and outreach position, and WCP will create 1 limited-term, FTE natural land-management internship. We will continue to contract local businesses for restoration and stewardship services.
4. **Building institutional capacity: 12 contributing organizations.** This project leverages the potential of our newly formed conservatism alliance to build and strengthen partnerships with local organizations and municipalities. We will collaborate to steward and restore the large protected properties adjacent to the Fox River and surrounding land owned by the Village of Big Bend. We will partner with adjacent landowners to maximize ecological impact. With the help of CU and UW-M students, we will provide workshops and workdays to increase environmental knowledge within the community.
5. **Building institutional capacity: 3 FTE and 12 interns with sufficient training.** The WCLC land stewardship manager, interns, and WCP biologist will attend 3 conferences and training sessions to increase their knowledge of best management practices. Through 2020, we will train over 12 interns on plant identification, monitoring, etc.

6. What are your long-term educational and conservation outcomes for this project and how will you measure progress? Include your conservation target species, habitats and/or any threats to these species and habitats you will address. Explain how this project will contribute to these long-term outcomes and how you will disseminate results and apply lessons learned to future efforts.

Long-term education and conservation outcomes:

- To **restore numerous ecologically significant habitats** that support hundreds of rare species (see Question 1 response and attached document, “Property Significance and Associated Rare Plant and Wildlife Species”), tripling the number of restored acres from 100 to between 500–700 by 2025;
- use data about rare species, SRCIs, and their associated habitat types—such as the red-shouldered hawk and contiguous bottomland forest—to **measure success throughout long-term restoration and enhancement** and share this information via an online citizen-science platform;
- **improve regional water quality**, particularly of the Middle Fox River watershed and its connected water features within the Illinois Fox River Basin, by restoring natural ecological processes that mitigate the effects of agricultural runoff;
- **dramatically increase nature access for all**, doubling, by 2025, the number of citizens we serve;
- **establish relationships with nearby schools and community groups** (e.g., Wisconsin Hero Outdoors) to engage them in conservation and stewardship processes;
- **engage volunteers**, which will be shared across organizations, to perform essential stewardship tasks, increasing our volunteer base to over 500 individuals by 2023; and
- **deploy the Adopt-a-Preserve program** across our portfolio of properties to significantly increase funding from businesses, as well as a **planned-giving program** for individuals to fund an endowment for long-term restoration and stewardship.

Disseminating best practices and applying lessons learned: We will establish a set of conservation and education standards, best practices, and training—to be shared publicly via online libraries, a citizen-science information system, and a stewardship-management system—to transfer working knowledge and know-how to future alliance leaders, institutionalize alliance-wide priorities, and ensure sustainability; meet with alliance partners on a regular basis to agree upon best practices; recruit new partners, who will benefit from our expertise and provide their own, reducing duplicate effort and assisting them in leap-frogging their practices; and apply these practices across our portfolio of 33 properties to continually incorporate plant-, water-quality-, and wildlife-monitoring data into our adaptive management planning. We will seek to present a report of project best practices and lessons learned at either the 2019 or 2020 Fox River Summit.

III. MATCHING CONTRIBUTIONS & CAPACITY BUILDING

7. **Complete the table to describe how all partners are involved in the project. The project must have at least 5 diverse partners contributing a variety of expertise to the project. All partner contributions should include a dollar value equivalent and each should correspond exactly to the “matching contributions” section of your Easygrants proposal while expanding on partner roles. Add rows as needed.**

	Partner (organization /individual)	Qualifications (project-related skills/expertise)	Contribution/s (goods or services provided)	Value of Contribution/s (\$ equivalent)
1	WCP and the WCP Retzer Nature Center	Technical expertise, staff labor	Technical expertise, labor, coordination; volunteer/corporate workdays/educational events; citizen-science and wildlife monitoring resources; Waukesha County Environmental Education School Guide/other guidance	\$10,502.80
2	Greater Milwaukee Foundation	Funder	Funding for an FTE education/outreach manager to coordinate Community Conservation Partnership alliance of conservation/education organizations	\$10,000.00

(Table Continued on next page)

	Partner (organization /individual)	Qualifications (project-related skills/expertise)	Contribution/s (goods or services provided)	Value of Contribution/s (\$ equivalent)
3	UW-M	Volunteer labor, education	Volunteers/interns for land management plans, workdays, invasive-species removal, create educational materials	\$3,000.00
4	CU	Volunteer labor education	Volunteers/interns to remove invasive species, create educational materials	\$1,250.00
5	Wisconsin Hero Outdoors	Volunteer labor	Volunteer hours to remove invasive species	\$2,000.00
6	Corporate volunteers	Volunteer labor	Volunteer hours to remove invasive species (from Kohl's, GE, FedEx, etc.)	\$3,500.00
7	WCLC Restoration Services and Staff Time	Technical expertise, staff labor	Additional restoration services and staff time	\$3,000
8	Volunteers	Volunteer labor	Restoration, Stewardship, Monitoring, Education and Outreach Volunteers	\$2,000
			Total:	\$35,252.80

9. Describe how the project partnership will build capacity for expanding community stewardship in the area. Discuss the relationships (new and existing) that you and your partners have with each other and the target audiences, and how this will influence future community stewardship efforts.

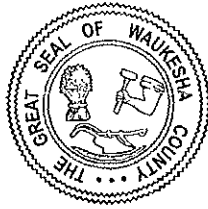
For over 10 years, WCLC, WCP, TNC, and Tall Pines Conservancy have partnered to protect, restore, and steward land and water in Waukesha County and educate the public about these important efforts. This project will elevate these relationships to a **true strategic partnership so that we can** operate like one organization and engage citizens of all ages and backgrounds in nature and volunteer activities. We will dramatically increase our impact by sharing resources, tools, and expertise; eliminating duplicate effort; and simplifying the ways in which people can engage with our organizations. Together, we will implement a citizen-science program that provides people with opportunities to learn to care for and love nature. In the words of David Attenborough, “No one will protect what they don’t care about; and no one will care about what they have never experienced.”

We seek to strengthen our relationship with the Southeastern Wisconsin Fox River Commission, WCP’s Retzer Nature Center, and local organizations that serve veterans (e.g., Wisconsin Hero Outdoors) and our underprivileged and minority Latin-X and African-American communities. We will build new relationships with K–12 schools in Waukesha County and promote the Waukesha County Environmental Education School Guide to interested teachers. These efforts will dramatically increase our connections with thousands of young people and adults within our community.

10. Explain your plan for monitoring project achievements beyond the project period (3 years or more). Include brief details as to how your partnership will ensure the sustainability of the project’s results.

Under the leadership of WCP biologist Julia Robson, we will jointly implement monitoring protocol and information systems and continually recruit and train citizen-scientists of all ages. We will fully leverage and expand upon information from existing databases including the DNR’s Natural Heritage Inventory, i-Naturalist, and e-Bird. We will seek funding from public and private sources to ensure the long-term success of our monitoring program. Using ArcCollector, we will create detailed inventories of project areas including managed species and their infestation levels pre- and post-restoration. Species inventories including breeding bird, bat, and herptile surveys will be conducted in order to establish baseline conditions from which to monitor target species’

long-term responses to restoration activities. All monitoring data will be incorporated in adaptive management.



Waukesha County
Department of Parks and Land Use

AGREEMENT

This AGREEMENT is made and entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and Waukesha County Land Conservancy (the "WCLC") whose principal address is W229 N1433 Westwood Dry, Waukesha, WI 53186 for the purpose of a project partnership for the National Fish and Wildlife Foundation Five Star Grant (the "NFWF") to complete the *Habitat Restoration, Monitoring and Community Conservation in the Middle Fox River Watershed* Project (the "PROJECT") on COUNTY and WCLC properties (the "PROPERTIES"), contingent upon grant award and necessary approvals.

PRELIMINARY RECITALS

WHEREAS, the COUNTY is the owner and operator of the COUNTY PROPERTIES:

Fox River Greenway
Fox Bend Park
Fox River Park
Minooka Park

WHEREAS, the WCLC is the owner and operator of WCLC PROPERTIES:

Theisen Preserve
Martin's Woods
Geigner Preserve
Carter Family Fen
Hartland Marsh

WHEREAS, the COUNTY wishes to partner with the WCLC to complete the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the COUNTY and WCLC agree to the following:

1. TERM:

- a. This AGREEMENT is contingent upon NFWF grant award, contract execution between the WCLC and NFWF, COUNTY Board approval and execution of this AGREEMENT by COUNTY and WCLC.
- b. Upon execution, the AGREEMENT will remain in effect until December 31, 2020.
- c. This AGREEMENT is renewable for up to one additional year based on PROJECT completion and available funding.

2. SERVICES:

- a. WCLC Agrees to:

- i. Comply with contract provisions set forth in NFWF grant and related grant proposal and project narrative which is attached hereto as Exhibit A and incorporated herein by reference.
- ii. With respect to WCLC PROPERTIES, provide all necessary personnel, supervision, equipment, site access and training in the management of WCLC staff, partners and volunteers to conduct restoration activities as identified in Exhibit A.
- iii. WCLC personnel shall not be employees of, or have any other contractual relationships with the COUNTY.
- iv. Comply with all State and Federal Rules and Regulations, applicable to the services covered by this AGREEMENT.
- v. Maintain full responsibility as to services to be provided to NFWF by the WCLC under this AGREEMENT and as identified in Exhibit A.
- vi. With respect to WCLC PROPERTIES, determine the methods, procedures, and personnel policies to be used in executing the PROJECT. Those determinations will be made with the utmost care being given to the safety of the staff and volunteers.
- vii. WCLC agrees to reimburse the COUNTY-\$15,000 on a bi-monthly basis after WCLC has been provided all necessary documentation from COUNTY to substantiate its performance according to the NFWF grant and this AGREEMENT. This shall include documenting staff or paid intern time per each reimbursement period individually and in total, and COUNTY match contributions per each reimbursement period individually and in total. COUNTY shall provide the herein called for documentation no later than one week before WCLC submits requests for grant funding to NFWF. WCLC shall disperse reimbursement to COUNTY within one week of receipt of actual funds from NFWF. WCLC will submit requests for grant funding to NFWF on the first Tuesday of every other month starting March 3, 2020. Said grant funds will be used to hire and train a Natural Land Management Intern to conduct required COUNTY PROJECT activities.

b. COUNTY Agrees to:

- i. Comply with contract provisions set forth in NFWF grant and related grant application which is attached hereto as Exhibit A.
- ii. With respect to COUNTY PROPERTIES, provide all necessary personnel, supervision, equipment, site access and training in the management of Waukesha County Park staff, partners and volunteers to conduct restoration activities as identified in Exhibit A.
- iii. Comply with all State and Federal Rules and Regulations, applicable to the services covered by this AGREEMENT.
- iv. Maintain full responsibility as to services to be provided to NFWF by the COUNTY under this AGREEMENT and as identified in Exhibit A.
- v. With respect to COUNTY PROPERTIES, determine the methods, procedures, and personnel policies to be used in executing the PROJECT.
- vi. The County agrees to utilize the grant funding totaling \$15,000, to hire and train a Natural Land Management Intern to conduct required COUNTY PROJECT activities, and to track associated intern time to submit to WCLC one week prior to WCLC submitting reimbursement requests to NFWF, as required in 2(a) (vii) above.
- vii. The COUNTY agrees to provide \$10,503 in matching grant contributions including staff time to conduct, plan and facilitate restoration activities, use of forestry equipment and monitoring equipment to complete required COUNTY PROJECT activities, and to track associated match contributions to submit to WCLC one week prior to WCLC submitting reimbursement requests to NFWF, as required in 2(a) (vii) above.
- viii. The COUNTY agrees to provide any and all necessary information to WCLC to complete the interim programmatic report one week before the report is due to NFWF on July 1, 2020 and to provide any and all necessary information to WCLC to complete the final programmatic and financial report one week before the report is due to NFWF on January 30, 2021.

3. **SUPERVISION AND SAFETY:** WCLC assumes responsibility for the supervision of the above-described activities to be done at WCLC PROPERTIES and the safety of those who will participate in those activities.
4. **MAINTENANCE OF SPACE:** The COUNTY and WCLC have inspected their respective PROPERTIES and represent that it is safe and reasonably suited for the activities set forth in Exhibit A. It shall be the responsibility of the COUNTY and WCLC to ensure the safety and suitability of their respective PROPERTIES throughout the term of this AGREEMENT.
5. **EQUIPMENT:** The COUNTY and WCLC agree to independently provide necessary equipment for the PROJECT on their respective PROPERTIES for the PROJECT and neither party shall have responsibility to secure or store the other's equipment and assume no liability for any damages to the other's equipment, including theft.
6. **WAIVER/RELEASE:** The WCLC , for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, through or on behalf of the WCLC (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties") from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim for damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, whether caused by the act, error or omission of Waukesha County or otherwise, arising from, in connection with or in any way related to the PROJECT contemplated in the NFWF Grant or this AGREEMENT.
7. **INDEMNIFICATION:** The WCLC shall defend, indemnify and hold harmless the COUNTY and all its boards, commissions, departments, agencies, officials, employees, agents and servants from and against any and all liability claims, demands, actions and judgments, together with any and all losses, costs, expenses, damages and fees, including attorney fees, that are in anyway related to or otherwise arising from or related to the performance of this AGREEMENT, including but not limited to any claim or liability arising out of or related to the projects occurring on WCLC PROPERTIES.
8. **COVENANT NOT TO SUE:** The WCLC, for itself and the other Releasing Parties (as defined in Paragraph 6), will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties (as defined in Paragraph 6), nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damages, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damages, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the service project contemplated in the NFWF Grant or this AGREEMENT.
9. **TERMINATION:** This AGREEMENT may only be terminated for cause by the COUNTY. "Cause" shall mean the occurrence of any of the following: (1) the WCLC's default of an obligation under this AGREEMENT that remains uncured for a period of five (5) days from receipt of written notice from the COUNTY or (2) a determination by NFWF to discontinue the PROJECT as contemplated by the NFWF Grant.
10. **SURVIVAL OF TERMS:** Paragraphs 6, 7 and 8 shall survive the termination of this AGREEMENT.
11. **NON-DISCRIMINATION:** In connection with the services to be provided, the WCLC will not discriminate against any person on the basis of age, race, religion, color, marital status, gender, sexual orientation, disability, national origin or ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the WCLC's premises during nonworking hours. WCLC may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.
12. **ASSIGNMENT:** This AGREEMENT may not be assigned by the WCLC without the prior written

consent of the COUNTY.

13. INDEPENDENT CONTRACTOR: For purposes of this AGREEMENT, the WCLC is an independent contractor and not the employee or agent of the COUNTY.

14. JURISDICTION/VENUE: The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction for any legal proceedings concerning this AGREEMENT, and Waukesha County shall be the exclusive venue for such proceedings. All such proceedings shall be governed by the laws of the State of Wisconsin.

15. RELATIONSHIP: Nothing contained in this AGREEMENT shall constitute or be construed to create a partnership or joint venture between the COUNTY and the WCLC or successors or assigns. This AGREEMENT does not create the relationship of principal and agent.

16. UNDERSTANDING REGARDING PROVISIONS: The WCLC and COUNTY intend and agree that the covenant to not sue, waiver and release, and indemnification provisions of this AGREEMENT be as broad and inclusive as possible in order to afford complete protection from any type of loss to Waukesha County arising from PROJECTS on WCLC PROPERTIES, and that if any provision of this AGREEMENT be found invalid, the remaining provisions shall continue in full force and effect.

17. NOTICES: Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this AGREEMENT shall be directed to the following representatives:

WCLC:
Attn: Meghan Wersel
Land Stewardship Manager
W229 N1433 Westwood Dr. #104
Waukesha, WI 53186

COUNTY:
Dale Shaver, Director
515 W. Moreland Blvd., Room AC230
Waukesha, WI 53188
(262) 896-8300

Waukesha County Land Conservancy, Inc.

Waukesha County

By: _____
Meghan Wersel
Land Stewardship Manager

By: _____
Dale R. Shaver, Director

Dated: _____

Dated: _____