Agenda Item:
Consulting Director Position

Background:

Dave Taylor retired from the Madison Metropolitan Sewerage District on June 2 after 36 years of service. Among other things he was instrumental in developing the pilot project that led to the formation of the current Yahara WINS group. For the last year he has served as the President of the Executive Committee where he remained instrumental in guiding the efforts of Yahara WINS. Earlier this year, the Executive Committee authorized its legal counsel to work with Tom Wilson of the Executive Committee to determine whether an agreement could be reached with Dave to retain him on an independent contractor basis to assist the organization in implementation and transition issues.

Yahara WINS budgeted $43,500 in 2017 for Yahara WINS staffing in its current budget. We have developed an agreement that specifies would retain Dave as an independent contractor for a defined scope of services. The agreement is for one year and renewable at the option of the parties. The proposed salary is $4300 per month which is based on an approximately 15 hours per week of services at Dave’s current rate. WINS has enough allocated in its 2017 budget to cover this amount, and if the unused portion of 2017 is carried over, there would be enough to cover the 2018 budget. Should the contract be extended future budget amounts would need to be adjusted.

Options:

1. Agree to authorize retaining Dave Taylor per the terms of the attached agreement.
2. Authorize retaining Dave Taylor on modified terms
3. Do not authorize the request.

Recommendation:

Agree to authorize retaining Dave Taylor per the terms of the attached agreement. This would allow for a smooth transition and implementation during this critical startup year for Yahara WINS full scale project. It capitalizes on the existing institutional knowledge and relationships Dave has developed over the past many years during this time. The amount of the proposed salary is within the current budget for Yahara WINS.
YAHARA WINS
CONSULTING DIRECTOR AGREEMENT

Recitals

A. The City of Fitchburg, the City of Madison, the City of Middleton, the City of Monona, the City of Stoughton, the City of Sun Prairie, the Madison Metropolitan Sewerage District, the Town of Blooming Grove, the Town of Cottage Grove, the Town of Dunn, the Town of Middleton, the Town of Westport, the University of Wisconsin-Madison, the Village of Cottage Grove, the Village of DeForest, the Village of Maple Bluff, the Village of McFarland, the Village of Oregon, the Village of Shorewood Hills, the Village of Waunakee, the Village of Windsor, and the Wisconsin Department of Natural Resources (collectively the “Members” and each individually a “Member”) have entered into an Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (the “IGA”).

B. The IGA created an organization known as The Yahara Watershed Improvement Network Group (“Yahara WINS”).

C. Yahara WINS desires to retain David Taylor of Nemoa Environmental LLC (“Taylor”) as a consultant and to perform certain other services as an independent contractor with the title of Consulting Director.

D. Taylor desires to be retained as an independent contractor to perform consulting and other services.

Agreement

Therefore, Yahara WINS and Taylor (collectively the “Parties” and each individually a “Party”) agree as follows:

1. Services. The Parties acknowledge that Taylor will act as a consultant to facilitate continuity in carrying forward the goals and objectives of Yahara WINS and to facilitate an orderly transition of duties formerly performed by Taylor as Executive Committee President to the new Executive Committee President. Accordingly, Taylor will participate in the performance of certain services during the term of this Agreement including but not limited to the services listed in Exhibit A and incorporated by reference. Taylor will determine the methods, details and means of performing the described services and the place or location of performance; provided Taylor agrees to comply with the requirements established by Yahara WINS reasonably necessary to meet project goals, scheduling and legal requirements.
2. *Compensation.* The services anticipated under this agreement are expected to take approximately 15 hours per week on average. Taylor will be compensated in an amount of $4,300 per month.

3. *Independent Contractor.* Taylor shall provide the services under this Agreement as an independent contractor, and not as an employee of Yahara WINS or of any Member, for all purposes, including payment of Social Security and other federal, state and local taxes.

4. *Term.* This Agreement shall become effective on June 15, 2017 and shall continue for a period of one year. The contract shall be renewable on terms and conditions mutually agreed upon by the parties. This Agreement may be terminated by either party upon 30 days written notice to the other.

5. *Assignment.* Taylor shall not assign his rights under this Agreement nor delegate the performance of services without the prior written consent of Yahara WINS.

6. *Notice.* Notices under this Agreement shall be considered complete when transmitted by facsimile or email as set forth below:

   If to Yahara WINS:
   
   Fax No. __________
   Email Address: __________

   If to Taylor:
   
   Fax No. __________
   Email Address: __________

   A Party may change the facsimile number or email address to which notice is to be sent by giving notice of such change as set forth above. The Executive Committee President shall be the point of contact on all contract related communications.

7. *Limitation of Liability.* Nemoa Environmental LLC shall not be liable for any consequential, special, direct or indirect damages arising out of this agreement in a total amount that exceeds the amount of compensation under this agreement.
8. *Entire Agreement.* This Agreement, including the exhibits, sets forth the entire understanding between the Parties, and all prior agreements, understandings and representations respecting the subject matter hereof are superseded by this Agreement.

**YAHARA WINS**

By: _________________________________  
Print Name/Title ______________________  
Date: _______________________________

Nemoa Environmental LLC

____________________________________
David Taylor  
Date: _______________________________
EXHIBIT A
Scope of Services

1. Provide technical, regulatory and/or operational support, advice and guidance to the Executive Committee on matters including:
   - Engagement with DNR, DATCP, Dane County and other entities as needed on various issues related to the adaptive management plan and project.
   - Assistance and support in implementing various aspects of the adaptive management plan.

2. In consultation with the Executive Committee identify the need for and provide assistance in developing policies and procedures to support implementation of the Intergovernmental Agreement and related actions.

3. Prepare and distribute correspondence on behalf of Yahara WINS and the Executive Committee as directed by the Executive Committee.

4. Provide meeting management services for Yahara WINS and the Executive Committee. Services include preparing draft meeting agendas for approval by the Executive Committee President, providing assistance in posting/noticing meetings in accordance with state requirements, securing meeting speakers, and perform other logistics necessary for the conduct of efficient meetings.

5. In coordination with the Executive Committee President identify the need for, draft and provide assistance as need for implement service agreements, contracts, and/or Memorandums of Understanding related to activities funded by Yahara WINS.

6. Administer the financial aspects of Yahara WINS in consultation with the Treasurer including assistance in:
   - Development of annual and five year budgets for consideration by Yahara WINS and the Executive Committee.
   - Arrangement and support for annual financial audits.
   - Manage the Yahara WINS payment authorization process.
   - Preparation and presentation of financial information to the Yahara WINS and Executive Committee meetings.
   - Annual invoicing to Members, including coordination of adjustments to charges (if any) for Members based on updated information consistent with the procedures identified in the IGA.

7. Attend and represent Yahara WINS at meetings held by participating municipal entities or other interested parties (e.g. Dane County, Department of Natural Resources, and USGS) upon notice to the Executive Committee President. Attend and represent Yahara WINS at meetings, conferences and other activities where
reasonable and appropriate to enhance the profile of Yahara WINS upon consultation with the Executive Committee President.

8. Serve as the liaison to the Clean Lakes Alliance, the Yahara Pride Farm Group, the Rock River Coalition and other similar groups.

9. Coordinate the preparation of reports called for under the IGA.

10. Communicate with Members on issues related to the IGA.

11. Provide other support to Yahara WINS as may be requested by the Executive Committee from time to time.

12. Advise and consult with the Executive Committee President on a regular basis (not less than monthly) with respect to the tasks undertaken pursuant to this Agreement.

13. Provide support for the implementation of a Yahara WINS communications plan consistent with any WINS/District Joint Communication Plan.