

**JOINT FUNDING AGREEMENT TO SUPPORT SERVICES RESPONSIBLE FOR
ADMINISTRATION, INFORMATION, EDUCATION AND OUTREACH
COORDINATION FOR THE WISCONSIN SALT WISE PARTNERSHIP**

THIS JOINT FUNDING AGREEMENT, hereinafter referred to as this "Agreement," made and entered into by, between and among the City Madison, Dane County, the Madison Metropolitan Sewerage District (MMSD) and the Madison Area Municipal Stormwater Partnership, hereinafter referred to individually as "Party" and collectively as the "Parties," which will include other entities that may join after this Agreement has been signed by the Parties listed.

WITNESSETH:

WHEREAS, the Parties have specific priorities included in permits or otherwise stated to improve awareness and encourage action relating to salt use;

WHEREAS, the Parties continue to work toward the goals of Wisconsin Salt Wise as an informal partnership; and

WHEREAS, in furtherance of these priorities and goals, the Parties agree to obtain the services of an employee of Madison Metropolitan Sewerage District to provide joint services for the advancement of the Wisconsin Salt Wise partnership, and share the costs thereof.

NOW, THEREFORE, in consideration of the above premises and the covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each Party for itself, the Parties agree to the following:

1. MMSD shall maintain a position, hereinafter referred to as the "Position," in its Ecosystem Services Department to provide services in furtherance of the Wisconsin Salt Wise partnership's goals.
2. The Position shall report to MMSD's Pollution Prevention Manager and the position and Salt Wise activities will be funded through the Fund for Lake Michigan and by the Parties as follows: City of Madison (\$5,000), Dane County (\$5,000), Madison Area Municipal Stormwater Partnership (\$5,000). Should the Position become vacant, MMSD shall take all reasonable measures to assure that it is filled or its duties reassigned. At the end of 2022, any unused funds shall be rolled over to fund 2023 Salt Wise activities.
3. The Parties shall work through the Wisconsin Salt Wise Steering Committee (Committee) to guide the Position work plan. The Committee shall meet a minimum of four (4) times per year. The Committee shall include a representative of each of the signatories to this Agreement and may include others.
4. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this

Agreement shall not be amended in any fashion except in writing, executed by all Parties.

5. Upon execution by all Parties, this Agreement shall become effective. This Agreement may be amended and extended at any time upon the mutual agreement of all of the Parties.

5. MMSD shall invoice each of the Parties in April 2022. Invoices are payable in 90 days.

6. **TERMINATION OF AGREEMENT.** In the event that any Party determines that it is in its best interest to terminate participation in this cooperative agreement with MMSD, the Party may do so at any time by taking the following action:

- A) The Party shall send written correspondence to the MMSD Director of Ecosystem Services indicating its desire to terminate participation in this Agreement.
- B) Committed funds will not be refunded.

7. **NON DISCRIMINATION.** In performance of services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

8. **PERFORMANCE.** Each Party to this Agreement hereby certifies that it possesses the legal authority required to enter into this Agreement, and that the signatories to this Agreement are duly authorized to sign and that its designated representatives are authorized to act in matters pertaining to this Agreement and to provide required reports and file data as may be required.

9. **THIRD PARTY RIGHTS.** This agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, or repeal existing rights, benefits or privileges of any third party or parties. Nothing contained herein is intended as a waiver by any Party of the defenses and immunities contained within the Wisconsin Statutes, including Sec. 893.80.

10. **EXECUTION IN COUNTERPART.** Each Party to this Agreement acknowledges that this Agreement may be executed in counterparts by duly authorized signatories and that the final contract and the cumulative counterpart signature pages shall be considered an original document with the full force and effect as if one copy of the contract was circulated to all parties for signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers.

FOR MADISON METROPOLITAN SEWERAGE DISTRICT

Michael Mucha, Chief Engineer and Director Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Approved:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES 20-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2020.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE MADISON AREA MUNICIPAL STORMWATER PARTNERSHIP

Christal Campbell, Stormwater Education Coordinator

Date