

**INTERGOVERNMENTAL AGREEMENT TO FUND A POSITION RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH COORDINATION
FOR THE MADISON AREA MUNICIPAL STORM WATER PARTNERSHIP (MAMSWaP)**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as this "Agreement," made and entered into by, between and among the Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, DeForest, Maple Bluff, McFarland, Shorewood Hills and Waunakee; the Towns of Blooming Grove, Burke, Madison, Middleton, Westport and Windsor; Dane County; and the University of Wisconsin–Madison, hereinafter referred to individually as "Party" and collectively as the "Parties," which will include other municipalities that may join after this Agreement has been signed by the Parties listed.

WITNESSETH:

WHEREAS, many of the Parties entered into a Cooperative Agreement to jointly apply for a storm water discharge permit, hereinafter referred to as the "Permit", under Chapter NR 216 of the Wisconsin Administrative Code in April, 2000; and

WHEREAS, this group intends to work cooperatively on storm water information, education and outreach, notwithstanding the fact that there may not be a continuing group Permit; and

WHEREAS, one of the required work elements of each Party's NR216 permit is the operation of an information, education and outreach program; and

WHEREAS, many of the Parties previously signed an agreement to jointly develop, coordinate and implement an information, education and outreach program from May 2004 through April 2009; and

WHEREAS, the materials and products that result from this joint effort are expressly developed for the Parties to fulfill their permit obligations; and

WHEREAS, the Parties agree, pursuant to sec. 66.0301, and Ch. 36, Wis. Stats. to obtain the services of a half-time employee of Dane County to provide information, education and outreach services to meet the requirements and components of each Party's NR216 Stormwater Discharge Permit as detailed in the Madison Area Municipal Storm Water Partnership 2009-2013 Storm Water Information, Education and Outreach Plan.

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. Dane County shall maintain a half-time position (1,040 hours annually or as many hours as funding allows), hereinafter referred to as the "Position," in its Land & Water Resources Department's (LWRD) Office of Lakes & Watersheds (OLW) to provide information, education and outreach services in furtherance of the storm water management programs conducted under each Party's permit. If any party fails

to make their respective contribution by the due date as required by Exhibit A, the Party may be suspended from receiving services under this agreement and may be subjected to a breach of contract claim by Dane County or any other Party.

The Position shall be funded by the Parties as set forth in Exhibit A. Fees are based on 2000 Census population data. When a municipality wishes to join the information, education and outreach plan effort, it shall pay the amount set forth in Exhibit A based on its population from 2000 Census data. When data is available from the 2010 Census data, rates for all Parties shall be recalculated in accordance with that data. If a municipality joins mid-year, its amount will not be prorated. Additional municipalities' contributions shall not lessen the amount of the Parties' contributions set forth in Exhibit A, but shall be utilized for salary and programmatic expenses directly related to the MAMSWaP. The municipality wishing to join the effort shall sign onto this Agreement and be afforded the benefits of the information, education and outreach program that are made available to all Parties.

Should the Position become vacant, Dane County shall take all reasonable measures to assure that it is filled or its duties reassigned. During the time the Position is vacant, the LWRD OLW's Watershed Management Coordinator shall assign other equivalent staff to complete the duties of the Position and shall notify all Parties in writing.

2. The Parties shall continue to operate and maintain the Information and Education Subcommittee, hereinafter referred to as I&E Subcommittee, previously created under the Madison Area Municipal Storm Water Partnership. The I&E Subcommittee shall provide guidance and oversight to the Position, which is directly supervised by the LWRD OLW's Watershed Management Coordinator. The five-year outreach plan developed by the I&E Committee will direct the Position's activities.

The materials and products that result from this joint effort are expressly developed for the Parties to fulfill their permit obligations.

The I&E Subcommittee shall meet a minimum of four (4) times per year. The I&E Subcommittee shall consist of representatives of the Parties to this Agreement. The Position shall staff the I&E Subcommittee. There is no maximum number of members for the I&E Subcommittee. Any representative of a Party to this Agreement may be a member of the I&E Subcommittee. At a minimum, the I&E Subcommittee shall be comprised of one representative from Dane County, one representative from UW-Madison, one representative from City of Madison, one representative from remaining Party cities, one representative from villages, and one representative from towns (for a total of six (6)). The I&E Subcommittee shall continue to solicit the advice and consultation of the Wisconsin Department of Natural Resources and the University of Wisconsin Cooperative Extension.

3. 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.

4. Upon execution by all Parties, this Agreement shall become effective, superseding the previous agreement that was in place through April 2009, and shall end December 31, 2013 unless the Parties agree to a longer period. This Agreement may be amended and extended at any time upon the mutual agreement of all of the Parties.
5. Dane County shall invoice each of the Parties the amount set forth in Exhibit A commencing January 1, 2009 and every January 1 for years 2010, 2011, 2012 and 2013. Invoices are payable in 30 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 Dane County and all other Parties to this Agreement for storm water information, education and outreach , the Party may do so at any time by taking the following action:

- A) The Party shall send written correspondence to the Dane County LWRD OLW Watershed Management Coordinator and the Wisconsin Department of Natural Resources indicating its desire to terminate participation in this Agreement.

This correspondence shall include an official resolution or documented action indicating that the requested termination has been authorized by a governmental body possessing the legal authority required to terminate this Agreement, and that the signatories to this correspondence are duly authorized to sign a correspondence terminating their participation in this Agreement.

- B) Upon receipt of this correspondence, the Dane County LWRD OLW Watershed Management Coordinator shall deem the requesting party removed from the information and education joint agreement at the end of the year in which the request is made.

7. In the event that a Party withdraws and terminates its participation in this Agreement, the withdrawing Party shall be responsible for its financial contribution with regard to this Agreement until December 31 of the year the Party withdraws. No partial refund based on the date of withdrawal by the Party shall be given.

When a withdrawing Party is no longer financially responsible under this paragraph, the cost shall be re-apportioned among the remaining Parties based upon each Party's respective proportional contribution as set forth in Exhibit A if the termination results in the funding contribution total to be less than \$15,000 for programmatic expenses plus the amount needed to fund the Position's salary and benefits for the year following the time of termination.

8. AFFIRMATIVE ACTION

During the term of this Agreement, each Party agrees to abide by its own Affirmative Action Plan and in doing so shall not unlawfully discriminate in the employment or training of any person by reason 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, political beliefs, or student status.

9. 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.

10. 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.

11. 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 Cities of Fitchburg, Madison, Middleton, Monona, Stoughton, Sun Prairie and Verona; the Villages of Cottage Grove, DeForest, Maple Bluff, McFarland, Shorewood Hills and Waunakee; the Towns of Blooming Grove, Burke, Madison, Middleton, Westport and Windsor; Dane County; and the University of Wisconsin–Madison, hereto have caused this Agreement to be executed by their proper officers.

EXHIBIT A
FINANCIAL CONTRIBUTIONS TOWARD A POSITION RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH

The contributions per Party listed below for 2009 assume a half-time (1,040 hours annually) annual salary & benefits package of \$36,389.60 based on the 2009 rate of pay for the Position, and a base annual programmatic budget of \$15,000 for information, education and outreach materials and supplies. Any funds not used for salary will be used for programmatic expenses.

The Salary and Benefits paid for the position in the 2nd and subsequent years shall be based upon a 5% annual increase as shown in the following example (rounded to next highest dollar): year one (1) contribution \$1000, year two (2) $\$1000 + \$1000*(0.05) = \$1050.00$, year three (3) = $\$1050 + \$1050*(0.05) = \$1103$.

The programmatic budget for implementing the information and education plan is \$15,000 annually. The programmatic budget shall be increased at 5% per year using the same process described above for the Salary and Benefits portion of this EXHIBIT A.

Billing invoice amounts reflecting salary and benefits and programmatic funds shall be reviewed by the I&E Subcommittee.

Additional increases to the salary (in the case of a reclass of Position incumbent) or programmatic budgets are allowed provided the budget amendment is approved by the I&E Subcommittee and written notice sent to all Parties in this Agreement. Any proposed changes shall be sent by July 1 of the year preceding the proposed change so that municipalities have adequate time to budget for the additional costs. Additional costs shall be apportioned among the Parties based upon their respective proportional contribution as set forth herein.

The Position shall pursue grant opportunities wherever possible to supplement the programmatic budget and shall be responsible for submittal of those grant requests on behalf of the Parties to this Agreement.

MUNICIPALITY	2000 Population	Current Category	January- December 2009 Fee	per capita	proposed category	proposed fee
Dane County*, **	N/A	4	\$1,285			
UW-Madison*	N/A	3	\$2,569			
City of Madison	208,054	1	\$10,278	\$0.05	1	\$10,278
City of Fitchburg	20,501	2	\$3,854	\$0.19	2	\$5,750
City of Sun Prairie	20,369	2	\$3,854	\$0.19	2	\$5,750
City of Middleton	15,770	2	\$3,854	\$0.24	3	\$3,854
City of Stoughton	12,354	2	\$3,854	\$0.31	4	\$3,200
Village of Waunakee	8,995	3	\$2,569	\$0.29	4	\$3,200
City of Monona	8,018	3	\$2,569	\$0.32	5	\$2,569
Village of DeForest	7,368	3	\$2,569	\$0.35	5	\$2,569
City of Verona	7,052	3	\$2,569	\$0.36	5	\$2,569

Town of Madison	7,005	3	\$2,569	\$0.37	5	\$2,569
Village of McFarland	6,416	3	\$2,569	\$0.40	5	\$2,569
Town of Windsor	5,286	3	\$2,569	\$0.49	5	\$2,569
Town of Middleton	4,594	4	\$1,285	\$0.28	5	\$2,569
Village of Cottage Grove	4,059	4	\$1,285	\$0.32	5	\$2,569
Town of Westport	3,586	4	\$1,285	\$0.36	6	\$1,285
Town of Burke	2,990	4	\$1,285	\$0.43	6	\$1,285
Town of Blooming Grove	1,768	4	\$1,285	\$0.73	6	\$1,285
Village of Shorewood Hills	1,732	4	\$1,285	\$0.74	6	\$1,285
Village of Maple Bluff	1,358	4	\$1,285	\$0.95	6	\$1,285
TOTAL			\$56,526			\$59,009

***Contribution not based on population.**

**Dane County also contributes in-kind with office space, computer, phone, fax, and other overhead as well as supervision.

Current Categories:

- 1 population >25,000
- 2 population 10,000-24,999
- 3 population 5,000-9,999
- 4 population <5,000

Proposed Category	2010 Census Population	Proposed Fee for 2011 WITHOUT 2010/2011 salary/fringe adjustments
1	>50,000	\$10,278
2	20,000-49,999	\$5,750
3	15,000-19,999	\$3,854
4	10,000-14,999	\$3,200
5	5,000-9,999	\$2,569
6	<5,000	\$1,285

FOR THE CITY OF FITCHBURG

Thomas Clauder, Mayor

Date

Linda Cory, City Clerk

Date

FOR THE CITY OF MADISON, WISCONSIN
a municipal corporation

David J. Cieslewicz, Mayor

Date

Maribeth Witzel-Behl, City clerk

Date

Approved as to form:

Dean Brassler, City Comptroller

Date

Michael P. May, City Attorney

Date

Eric Veum, Risk Manager

Date

FOR THE CITY OF MIDDLETON

Kurt J. Sonnentag, Mayor

Date

Patricia A. Amble, City Clerk

Date

Timothy R. Studer, Financial Director

Date

Lawrence E. Bechler, City Attorney

Date

FOR THE CITY OF MONONA

Robb B. Kahl, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR THE CITY OF STOUGHTON

Helen J. Johnson, Mayor

Date

Luann Alme, City Clerk

Date

FOR THE CITY OF SUN PRAIRIE

Joe Chase, Mayor

Date

Diane Hermann-Brown, City Clerk

Date

FOR THE CITY OF VERONA

Jon Hochkammer, Mayor

Date

Judy Masarik, City Clerk

Date

FOR THE VILLAGE OF COTTAGE GROVE

Ken Dahl, Village President

Date

Deb Winter, Village Clerk

Date

FOR THE VILLAGE OF DeFOREST

Jeffrey Miller, Village President

Date

LuAnn Leggett, Village Clerk

Date

FOR THE VILLAGE OF MAPLE BLUFF

Stacy Soderholm, Village President

Date

Sandra L. Wilke, Village Clerk

Date

FOR THE VILLAGE OF McFARLAND

Mike Harried, Village President

Date

Deb Neal, Village Clerk

Date

FOR THE VILLAGE OF SHOREWOOD HILLS

Mark Sundquist, Village President

Date

Cokie Albrecht, Village Clerk

Date

FOR THE VILLAGE OF WAUNAKEE

John Laubmeier, Village President

Date

Julee Helt, Village Clerk

Date

FOR THE TOWN OF BLOOMING GROVE

Dwight Johnson, Town Chair

Date

Michael Wolf, Town Clerk

Date

FOR THE TOWN OF BURKE

Kevin Viney, Town Chair

Date

Brenda Ayers, Town Clerk

Date

FOR THE TOWN OF MADISON

James Campbell, Town Chair

Date

Renee Schwass, Town Clerk

Date

FOR THE TOWN OF MIDDLETON

Milo Breunig, Town Chair

Date

David Shaw, Town Clerk

Date

FOR THE TOWN OF WESTPORT

John A. Van Dinter, Town Chair

Date

Thomas G. Wilson, Town Clerk

Date

FOR THE TOWN OF WINDSOR

Alan Harvey, Town Chair

Date

Tina Butteris, Town Clerk-Treasurer/Finance Administrator

Date

FOR THE UNIVERSITY OF WISCONSIN-MADISON

Darrell Bazzell, Vice Chancellor
University Administration

Date

FOR THE COUNTY OF DANE

Kathleen Falk, County Executive

Date

Robert Ohlsen, County Clerk

Date