MEMORANDUM OF AGREEMENT BETWEEN MADISON WATER UTILITY AND THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN

MADISON WATER UTILITY, located at 119 East Olin Avenue, Madison, Wisconsin, hereafter referred to as the DONOR, desires to provide funds for the support of drinking water system research. For this purpose, it is mutually agreed by the DONOR and THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM as follows:

- (1) The project will be under the administration of the Engineering Experiment Station, The University of Wisconsin-Madison, and will be conducted under the supervision of Professor Gregory W. Harrington, Department of Civil and Environmental Engineering, The University of Wisconsin-Madison.
- (2) The DONOR will place at the disposal of the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM the sum of \$181,233 for the time period of the agreement, which will be September 1, 2024 through August 31, 2027. This is equivalent to an annual cost of \$60,411.
- (3) Either party, at the start of each academic year, may terminate this agreement with written notice delivered to the other party no later than March 1st prior to the start of the academic year.
- (4) Payments will be made upon presentation of quarterly invoices. Payment will be to the UNIVERSITY OF WISCONSIN and will be sent to the Director, Research & Sponsored Programs, The University of Wisconsin, 21 N. Park Street, Suite 6401, Madison, Wisconsin 53715.
- (5) The UNIVERSITY will keep these funds separate in an account to be called <u>Madison Water Utility Drinking</u>

 <u>Water Research</u> and use them to employ competent research workers to carry on the research referred to above, to purchase necessary supplies and equipment, and to defray travel and other necessary expenses.
- (6) The UNIVERSITY will furnish laboratory facilities and such usual equipment as is required for the work on this project insofar as the facilities of the UNIVERSITY permit.
- (7) Upon termination of this agreement, any equipment, material, or supplies remaining in stock will become the property of the UNIVERSITY unless it has been accepted on a loan basis for use in the project by prior agreement.
- (8) The Program Directors will render, upon completion of each project, suitable reports on the work accomplished, with the understanding that the UNIVERSITY, in accepting these funds for the purpose herein stated, intends that they shall be used for the promotion of scientific knowledge in the field referred to; that the results of such research shall be made public, through publication or otherwise, in any manner that the UNIVERSITY may deem desirable, keeping in mind that the public interest or welfare shall be dominant. Prior to publication by the UNIVERSITY, the results of these investigations are not to be used for sales promotion except by previous consent of the UNIVERSITY. When the results of the research are published, the UNIVERSITY agrees to make acknowledgment of the aid received from the DONOR.
- (9) In the performance of work under this Agreement, the UNIVERSITY agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest records or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The UNIVERSITY further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
- (10) The UNIVERSITY provides liability coverage for its students and faculty consistent with Wis. Stats. § 895.46(1). The UNIVERSITY'S students and faculty who participate in the activities resulting from this Agreement are agents and employees, respectively, of the State of Wisconsin. While participating in such activities, students and faculty are acting within the scope of their agency or employment. The liability coverage provided by the State of Wisconsin under § 895.46(1) is self-funded, unlimited, and continuous.

Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of this Agreement.

(11) During the term of this Agreement, the UNIVERSITY agrees to hold harmless the DONOR and its employees, agents and officers, from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property, based on the acts or omissions of the UNIVERSITY and its officers, employees, or agents, including the students placed under this Agreement, while acting within the scope of their employment or agency consistent with Wis. Stats. §§ 895.46(1) and 893.82.

The above memorandum has beer	n presented to THE BOARD OF REGENTS OF THE UNIVERSITY OF									
WISCONSIN SYSTEM and acco	epted by them on, and is declared effective upon									
	(Date)									
	earch & Sponsored Programs of THE UNIVERSITY OF WISCONSIN and the									
Mayor, Attorney, Comptroller and C	lerk of the City of Madison and the General Manager of Madison Water Utility.									
Date	Director, Research Administration - Financial									
Date	General Manager, Madison Water Utility									
Date	Madison City Clerk									
Date	Madison City Comptroller									
Date	Madison City Attorney									
Date	Mayor, City of Madison									
2										

Proposed Budget

Agency: Madison Water Utility 9/01/24 - 8/31/27

9/01/24 - 8/31/27	1.04									
			09/	09/01/2024 - 09/01/2025 -		09/01/2026 -				
			08/31/2025		08/31/2026		08/31/2027			Total
A. Senior Personnel	IBS	Su Mo								
1.		2 11 11 12	\$	_	\$	_	\$	_	\$	_
2.			\$		\$		\$		\$	
3.			\$	_	\$	-	\$	-	\$	-
				-		-		-		-
4.			\$	-	\$	-	\$	-	\$	-
5.			\$	-	\$	-	\$	-	\$	-
6.			\$	-	\$	-	\$	-	\$	-
Total Senior Personnel			\$	-	\$	-	\$	-	\$	-
B. Other Personnel										
1. Post Doctoral Associates			\$		\$		\$		\$	
2. Other Professionals	TBN		\$	1,070	\$	1,113	\$	1,155	\$	3,338
		10								
3. Graduate Student @ 50%	36,000	12		36,000	\$	37,440	\$	38,938	\$	112,378
4. Project Asst			\$	-	\$	-	\$	-	\$	-
5. Undergraduate Students			\$	-	\$	-	\$	-	\$	-
6. Secretarial-Clerical			\$	-	\$	-	\$	-	\$	-
7. Other - LTE			\$	-	\$	-	\$	-	\$	-
Total Salaries			\$	37,070	\$	38,553	\$	40,093	\$	115,716
C. Fringe Benefits			\$	8,504	\$	8,830	\$	9,183	\$	26,517
36.5% *A	*B5									
16.4% *B1	*B6									
37.8% *B2										
22.5% *B3&B4	*B7									
Total S&W + FB			\$	45,574	\$	47,383	\$	49,276	\$	142,233
D. Equipment										
1.			\$	_	\$	_	\$	_	\$	_
6.			\$	_	\$	_	\$	_	\$	_
Total Equipment			\$	_	\$	_	\$	_	\$	_
Total Equipment			Φ	-	Φ	-	Φ	-	Φ	-
E. Travel										
			Ф	500	Φ	500	Φ	500	Φ	1.500
1. Domestic			\$	500	\$	500	\$	500	\$	1,500
2. Foreign			\$	-	\$	-	\$	-	\$	-
F. Other Direct Costs										
1. Materials & Supplies			\$	500	\$	500	\$	500	\$	1,500
2. Publications			\$	-	\$	-	\$	-	\$	-
3. Computer Services			\$	-	\$	-	\$	-	\$	-
4. Shop Services			\$	-	\$	-	\$	-	\$	-
5. Subcontract			\$	-	\$	-	\$	-	\$	-
6. Tuition Remission 12000/stud	dent		\$	12,000	\$	12,000	\$	12,000	\$	36,000
Total Other Direct Costs			\$	12,500	\$	12,500	\$	12,500	\$	37,500
			4	12,000	*	12,000	*	12,000	4	2.,500
G. Total Direct Costs			\$	58,574	\$	60,383	\$	62,276	\$	181,233
H. Indirect Costs			\$		\$		\$		\$	
0.0%			φ	-	Ψ	-	Ψ	-	φ	-
			•	50 571	•	60 202	•	62 276	¢	101 222
I. Total Costs			\$	58,574	\$	60,383	\$	62,276	Ф	181,233

Budget Justification

Student Salaries

1 x graduate research assistant (effort = 12 months) at a 50% FTE appointment rate based on current approved Level 1 stipend rate, escalated 4% per year.

TBN, project support person. Partial support for a staff member to provide project specific assistance with procurement of supplies, coordinating meetings, reserving conference rooms, assisting with travel to conferences, facilitation and assisting with printing.

Fringe Benefits

Approved rates for fringe benefits are 22.5% for the graduate student and 36.5% for academic staff.

Student Tuition

The University of Wisconsin-Madison's tuition remission rate is set at \$12,000 per academic year and is included all 3 project years.

Expendable Property, Supplies, and Services

\$1500 includes printing/binding costs, mailing, meeting room and materials, and communications to carry out the research. This may include hard drives and other data collection devices.

Domestic Travel

Domestic travel budget of \$500 per year is included to cover local ground transportation expenses to/from Sponsor's location and/or project sites.