

**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, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton and Westport; 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 NR 216 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 May 2009 through December 2013 and January 2014 through December 2018 (extended to December 2019); and

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

WHEREAS, the Parties agree, pursuant to sec. 66.0301, and Ch. 36, Wis. Stats. to obtain the services of a sixty percent employee of Dane County to provide information, education and outreach services to partially meet the requirements and components of each Party’s NR 216 Stormwater Discharge Permit as detailed in the Madison Area Municipal Storm Water Partnership 2020-2024 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 60% position (1,248 hours annually or as many hours as funding allows), hereinafter referred to as the “Position,” in its Land & Water Resources Department’s (LWRD) and limited term employees 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 2010 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 2010 Census 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, benefits, 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.

Dane County shall provide annual documentation of direct and indirect expenses incurred with staffing the I&E position. Costs would include direct salary and benefits of staff and supervisors as well as indirect costs such as work space and support. This report for prior year shall be presented to agreement signatories on or before March 31 annually.

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 Water Resource Engineering Division Manager 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 Committee, hereinafter referred to as I&E Committee, previously created under the Madison Area Municipal Storm Water Partnership. The I&E Committee shall provide guidance and oversight to the Position, which is directly supervised by the LWRD Water Resource Engineering Division Manager. 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 partially fulfill their Information and Education permit obligations.

The I&E Committee shall meet a minimum of four (4) times per year. The I&E Committee shall consist of representatives of the Parties to this Agreement. The Position shall staff the I&E Committee. There is no maximum number of members for the I&E Committee. Any representative of a Party to this Agreement may be a member of the I&E Committee. At a minimum, the I&E Committee 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 Committee 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 December 2018, and shall end December 31, 2024 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, 2020 and every January 1 for years 2021, 2022, 2023 and 2024. 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 Water Resource Engineering Division Manager 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 Water Resource Engineering Division Manager 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 \$25,000 for programmatic

expenses plus the amount needed to fund the Position's salary and benefits for the year following the time of termination.

8. 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, 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, Cross Plains, DeForest, Maple Bluff, McFarland, Shorewood Hills, Waunakee and Windsor; the Towns of Blooming Grove, Burke, Madison, Middleton, and Westport; 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 POSITIONS RESPONSIBLE FOR
STORM WATER INFORMATION, EDUCATION AND OUTREACH

The contributions per Party listed below for 2020 assume a 60% (1,248 hours annually) annual salary and benefits package of approximately \$50,000 based on the 2019 rate of pay for the Position, a 50% LTE (1,040 hours annually) annual salary of approximately \$25,000 and a base annual programmatic budget of \$25,000 for information, education and outreach materials and supplies. Any funds received that are not used for salary and benefits package will be carried forward and available for programmatic expenses in the following year.

The Salary and Benefits paid for the positions 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 \$25,000 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 Committee. If the accumulated programmatic balance exceeds \$25,000 in any given year, the I&E Committee has discretion to credit member municipalities with written notice sent to all Parties in the Agreement.

Additional increases to the Position salary (in the case of a reclassification of Position incumbent) or programmatic budgets are allowed provided the budget amendment is approved by the I&E Committee 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	2010 Population	January-December 2020 Fee	Category
Dane County*, **	N/A	NA	
UW-Madison*	N/A	\$4,184	5
City of Madison	233,209	\$16,742	1
City of Sun Prairie	29,364	\$9,366	2
City of Fitchburg	25,260	\$9,366	2
City of Middleton	17,442	\$6,278	3
City of Stoughton	12,611	\$5,212	4
Village of Waunakee	12,097	\$5,212	4
City of Verona	10,619	\$5,212	4

Village of DeForest	8,936	\$4,184	5
City of Monona	7,533	\$4,184	5
Village of McFarland	7,808	\$4,184	5
Town of Windsor	6,345	\$4,184	5
Town of Madison	6,279	\$4,184	5
Village of Cottage Grove	6,192	\$4,185	5
Town of Middleton	5,877	\$4,185	5
Village of Westport	3,950	\$2,093	6
Village of Cross Plains	3,538	\$2,093	6
Town of Burke	3,284	\$2,093	6
Town of Blooming Grove	1,815	\$2,093	6
Village of Shorewood Hills	1,565	\$2,093	6
Village of Maple Bluff	1,313	\$2,093	6
TOTAL		\$103,421	

* Contribution not based on population.

** The Parties agree that Dane County does not invoice itself, but rather contributes in-kind with office space; phone, computer, printer and other equipment; internet access; Information Management and other staff support; access to vehicles; supervision; and other overhead.

MUNICIPALITY	2020 Contribution	2021 Contribution	2022 Contribution	2023 Contribution	2024 Contribution	Category	2010 population
Dane County	NA	NA	NA	NA	NA	5	N/A
UW-Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	N/A
City of Madison	\$16,742	\$17,579	\$18,458	\$19,381	\$20,350	1	233,209
City of Sun Prairie	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	29,364
City of Fitchburg	\$9,366	\$9,834	\$10,326	\$10,842	\$11,384	2	25,260
City of Middleton	\$6,278	\$6,592	\$6,921	\$7,268	\$7,631	3	17,442
City of Stoughton	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,611
Village of Waunakee	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	12,097
City of Verona	\$5,212	\$5,473	\$5,746	\$6,034	\$6,335	4	10,619
Village of DeForest	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	8,936
City of Monona	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,533
Village of McFarland	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	7,808
Town of Windsor	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,345
Town of Madison	\$4,184	\$4,393	\$4,613	\$4,844	\$5,086	5	6,279
Village of Cottage Grove	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	6,192
Town of Middleton	\$4,185	\$4,395	\$4,614	\$4,845	\$5,087	5	5,877
Town of Westport	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,950
Village of Cross Plains	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,538
Town of Burke	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	3,284
Town of Blooming Grove	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,815
Village of Shorewood Hills	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,565
Village of Maple Bluff	\$2,093	\$2,197	\$2,307	\$2,423	\$2,544	6	1,313
Total:	\$103,421	\$108,592	\$114,021	\$119,723	\$125,709		

Category	2010 Census Population
1	>50,000
2	20,000-49,999
3	15,000-19,999
4	10,000-14,999
5	5,000-9,999
6	<5,000

FOR THE CITY OF FITCHBURG

Aaron Richardson, Mayor

Date

Patti Anderson, City Clerk

Date

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

Dane County

(Type or Print Name of Contracting Entity)

By:

Joseph T. Parisi, County Executive

Date:

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By:

Satya Rhodes-Conway, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

Eric T. Veum, Risk Manager

Date:

By:

Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Michael P. May, City Attorney

Date:

FOR THE CITY OF MIDDLETON

Gurdip Brar, Mayor

Date

Lorie J Burns, City Clerk

Date

William M Burns, Finance Director

Date

Lawrence E Bechler, City Attorney

Date

FOR THE CITY OF MONONA

Mary K. O'Connor, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR THE CITY OF STOUGHTON

Tim Swadley, Mayor

Date

Holly Licht, City Clerk

Date

FOR THE CITY OF SUN PRAIRIE

Aaron Oppenheimer, City Administrator

Date

FOR THE CITY OF VERONA

Luke Diaz, Mayor

Date

Ellen Clark, City Clerk

Date

FOR THE VILLAGE OF COTTAGE GROVE

John Williams, Village President

Date

Lisa Kalata, Village Clerk

Date

FOR THE VILLAGE OF CROSS PLAINS

Bill Chang, Village Administrator/Clerk

Date

Jay Lengfeld, Village President

Date

FOR THE VILLAGE OF DEFOREST

Judd Blau, Village President

Date

LuAnn Leggett, Deputy Administrator/Clerk

Date

FOR THE VILLAGE OF MAPLE BLUFF

Timothy R. O'Brien, Village President

Date

Sarah R. Danz, Village Clerk

Date

FOR THE VILLAGE OF MCFARLAND

Brad Czebotar, Village President

Date

Cassandra Suettinger, Village Clerk/Treasurer

Date

FOR THE VILLAGE OF SHOREWOOD HILLS

David J. Benforado, Village President

Date

Karla Endres, Village Clerk

Date

FOR THE VILLAGE OF WAUNAKEE

Chris Zellner, Village President

Date

Caitlin Steine, Village Clerk

Date

FOR THE VILLAGE OF WINDSOR

Robert Wippenfurth, Village President

Date

Tina Butteris, Village Administrator

Date

FOR THE TOWN OF BLOOMING GROVE

Ronald Bristol, Town Chair

Date

Michael Wolf, Town Administrator

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 Business Manager/Clerk/Treasurer

Date

FOR THE TOWN OF MIDDLETON

Cynthia Richson, Town Chair

Date

Barbara Roesslein, Town Clerk

Date

FOR THE TOWN OF WESTPORT

Tom Wilson, Town Attorney/Administrator/Clerk-Treasurer

Date

FOR THE UNIVERSITY OF WISCONSIN - MADISON

Laurent Heller, Vice Chancellor for Finance and Administration

Date

FOR THE COUNTY OF DANE

Joseph T. Parisi, County Executive

Date