

Dane County Contract Cover Sheet

Dept./Division	LWRD/Water Resource Engineering
Vendor Name	21 municipalities
Vendor MUNIS #	various
Brief Contract Title/Description	Intergovernmental agreement to fund a position for stormwater information, education & outreach for the Madison Area Municipal Storm Water Partnership.
Contract Term	01/01/2020 to 12/31/2024
Total Contract Amount	\$ 571,466

Contract # <small>Admin will assign</small>	13978
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	LWRWRED	Obj Code	81774	Amount	\$ 103,421
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	409
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/26/20		
CH	Controller		3/26/20	approval via email
CH	Purchasing		3/26/20	approval via email
DG	Corporation Counsel		3/26/20	approval via email
DL	Risk Management		3/26/20	approval via email
	County Executive			

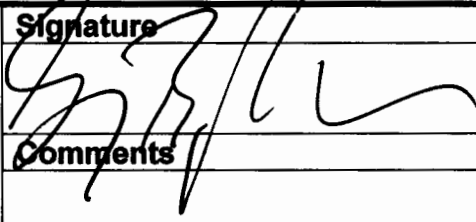
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	
Phone #	224-3757	Phone #	
Email	crary@countyofdane.com	Email	
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3.27.20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	3/26/20
	Comments	

AUTHORIZING INTERGOVERNMENTAL AGREEMENT - MAMSWAP

Resolution 104, 13-14 authorized an intergovernmental agreement to fund a position responsible for stormwater information, education and outreach coordination for the Madison Area Municipal Stormwater Partnership (MAMSWAP).

One of the required work elements of Dane County's storm water discharge permit under Chapter NR 216 of the Wisconsin Administrative Code is the operation of an information, education and outreach program. Dane County and MAMSWAP entered into prior agreements from May 2004 through December 2019 to work cooperatively on storm water information, education and outreach for the permit. The current agreement expires on December 31, 2019.

Dane County and the twenty-one members of MAMSWAP would like to continue the program with a new five (5) year agreement that would be allow the program to continue as required under their state permits.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive is hereby authorized to execute the described intergovernmental agreement; and

BE IT FINALLY RESOLVED that all funds received for the program that are not used for salary and benefits will be carried forward and available for programmatic expenses in the following year.

**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
Village 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	Cate- gory	2010 popul- ation
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
Village 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
Aaron Richardson, Mayor

1/29/20
Date

Tracy Oldenburg
~~Patti Anderson, City Clerk~~
Tracy Oldenburg

1/30/2020
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:

27 February 2020

Approved:



David P. Schmiedicke, Finance Director

Date:

2/26/2020

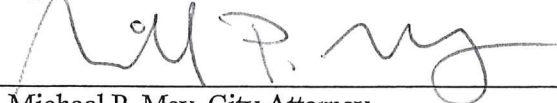
By:

Maribeth Witzel-Behl for
Maribeth Witzel-Behl, City Clerk

Date:

2/19/2020

Approved as to Form:



Michael P. May, City Attorney

Date:

2/24/2020

Date:

27 Feb. 2020

FOR THE CITY OF MIDDLETON



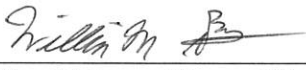
Gurdip Brar, Mayor

12/3/19
Date



Lorie J Burns, City Clerk

12/3/19
Date



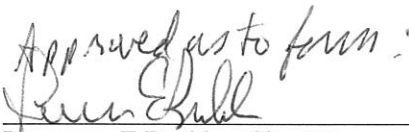
William M Burns, Finance Director (Comptroller)

12/3/19
Date



Melissa Bohse, Assistant Finance Director (Treasurer)

12/3/19
Date

Approved as to form:


Lawrence E Bechler, City Attorney

12/3/19
Date

FOR THE CITY OF MONONA

Mary K. O'Connor

Mary K. O'Connor, Mayor

12-18-19

Date

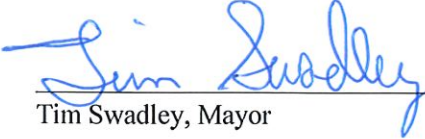
Joan Andrusz

Joan Andrusz, City Clerk

12-18-19

Date

FOR THE CITY OF STOUGHTON



Tim Swadley, Mayor

12-11-19

Date



Holly Licht, City Clerk

12-11-19

Date

FOR THE CITY OF SUN PRAIRIE



Aaron Oppenheimer, City Administrator

2/3/2020

Date

FOR THE CITY OF VERONA



Luke Diaz, Mayor

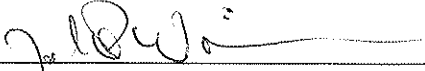
2020-04-20
Date




Ellen Clark, City Clerk

04-20-2020
Date

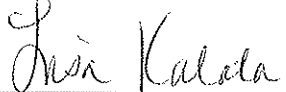
FOR THE VILLAGE OF COTTAGE GROVE




John Williams, Village President



Date

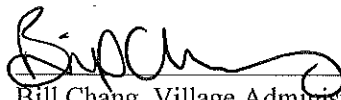


Lisa Kalata, Village Clerk



Date

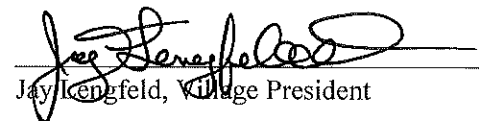
FOR THE VILLAGE OF CROSS PLAINS



Bill Chang, Village Administrator/Clerk

12/12/19

Date




Jay Lengfeld, Village President

12/12/19

Date

FOR THE VILLAGE OF DEFOREST



Judd Blau, Village President

12.17.19

Date



LuAnn Leggett, Deputy Administrator/Clerk

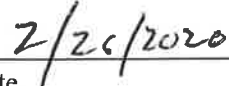
12.17.19

Date

FOR THE VILLAGE OF MAPLE BLUFF



Timothy R. O'Brien, Village President



Date

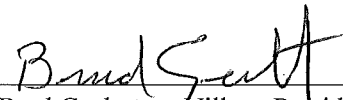


Sarah R. Danz, Village Clerk



Date

FOR THE VILLAGE OF MCFARLAND



Brad Czebotar, Village President

2/27/20

Date



Cassandra Suettinger, Village Clerk/Treasurer


2/27/20

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

3-9-20
Date



~~Caitlin Steine, Village Clerk~~
Laurie Helt, Deputy Clerk

3-9-20
Date

FOR THE VILLAGE OF WINDSOR

Robert Wippenfurth
Robert Wippenfurth, Village President

1-16-2020
Date

Tina Butteris
Tina Butteris, Village Administrator

1-16-2020
Date

FOR THE TOWN OF BLOOMING GROVE



Ronald Bristol, Town Chair

12/18/19

Date

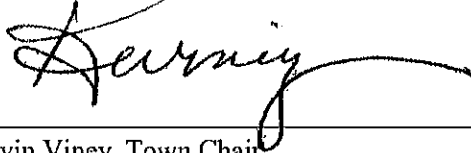


Michael Wolf, Town Administrator

12/18/19

Date

FOR THE TOWN OF BURKE



Kevin Viney, Town Chair

4/7/2020

Date




Brenda Ayers, Town Clerk

4/7/2020

Date

FOR THE TOWN OF MADISON



James Campbell, Town Chair

12/11/19

Date



Renee Schwass, Town Business Manager/Clerk/Treasurer

12/9/19

Date

FOR THE TOWN OF MIDDLETON

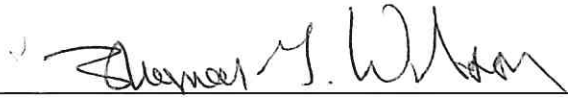
Cynthia Richson
Cynthia Richson, Town Chair

3/3/2020
Date

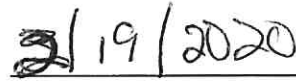
Barbara Roesslein
Barbara Roesslein, Town Clerk

3/3/2020
Date

FOR THE TOWN OF WESTPORT

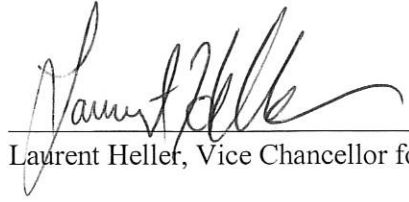


Tom Wilson, Town Attorney/Administrator/Clerk-Treasurer



Date

FOR THE UNIVERSITY OF WISCONSIN - MADISON



Laurent Heller, Vice Chancellor for Finance and Administration

1/24/20

Date

FOR THE COUNTY OF DANE

Joseph T. Parisi, County Executive

Date