

## Rock River Stormwater Group Agreement

### Intergovernmental Agreement for Establishing a Stormwater Education Program to Fulfill WDNR MS4 Permit Requirements and Promote Sustainable Stormwater Practices

This Agreement is made by the City of Beaver Dam, City of Beloit, City of Fort Atkinson, City of Janesville, City of Jefferson, City of Milton, City of Watertown, City of Whitewater, Town of Beloit; Town of Harmony, Town of Janesville, Town of Rock, and Town of Turtle each of which is a municipal corporation, and the University of Wisconsin – Whitewater for the creation and operation of a Stormwater Education Program to fulfill the Wisconsin Department of Natural Resources MS4 permit requirements and to promote sustainable storm water practices in the Rock River Basin. This agreement is not limited to communities which are required to obtain MS4 Permit requirements, or communities located in the Rock River Basin. Furthermore, other Wisconsin governmental entities may join in this agreement, as may be amended from time to time, by executing the resolution called for in Paragraph 5 below and attaching a current copy of this agreement thereto.

WHEREAS, MS4 Permit requires the creation of a Public Outreach and Education Program, and

WHEREAS, educating, encouraging, and motivating individuals to adopt sustainable storm water practices is seen as necessary to better water quality and to fulfill obligations of the MS4 permit, and

WHEREAS, the Members could achieve new efficiencies through the Rock River Stormwater Group (RRSG) through regionally coordinating public outreach and education programs, and

WHEREAS, Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law,

IT IS THEREFORE AGREED THAT:

1. **The Organization**. RRSG membership is open to any organization. There are three tiers of membership.

- **Full Members** are any organization who must hold an MS4 Permit.
- **Associate Members** are municipalities and agencies that do not have to meet MS4 permit requirements, but undertake responsibility to abide by permit requirements.
- **Partners** are any organization that would like to work with the RRSG in promoting water quality and/or helping with the education and outreach program.

Membership commitment requires a five (5) year commitment, concurrent with the MS4 Permit that is issued by the Department of Natural Resources. In order to terminate participation herein, Full and Associate Members must serve a 12 month non-renewal notice by January 1 of the final year of commitment. The terminating member shall be responsible for its financial contribution

with regard to this agreement until December 31 of the year the member terminates. No partial refund based on the date of termination by the member will be given.

**2. Membership Coordination.** The Members shall be jointly responsible for the coordination of the Membership, on the basis of equal voting rights for majority rule where each Full Member has one vote. Members shall recommend such further agreements or contracts as may be necessary or advisable for the proper functioning of the Organization. The President, Vice President, and Secretary shall be elected on an annual basis by vote of the official Representatives from each voting Member. The Treasurer shall not be subject to a term limit, and the government entity where the Treasurer is employed shall serve as the Trustee of RRSG funds, until replaced by a vote of a majority of RRSG voting Members. The President, Vice President and Treasurer will act as the authorizing signators for any legally binding agreement except that checks may be signed by the Treasurer alone. The RRSG may apply for grants through a municipality which will be designated by a simple majority vote of voting members. All monetary decisions must be approved by a simple majority of the entire RRSG Full Members present or not. Voting Members may cast an absentee vote or designate a proxy for a specific meeting by contacting the President and Secretary with directions in writing.

**3. Proportionate Payments.** Each Full and Associate Member will pay dues. Municipalities who are Full Members and whose population meets or exceeds 10,000 residents according to the most recent final U.S. census shall pay an annual membership fee of \$5,000. Counties and Municipalities who are Full Members and whose population is below 10,000 residents and universities and colleges shall pay an annual membership fee of \$2,000. Each Associate member will pay a membership fee of \$1,000 per year, which may be waived for work in lieu of payment if approved by a simple majority vote of the entire RRSG full members present or not. Each Partner will not be subject to any payment, but are expected to provide non monetary contributions. All funds are payable directly to the trustee who will develop a fund specifically for this purpose and administer it accordingly. All membership dues shall be paid by March 1<sup>st</sup> for that calendar year. If an organization becomes a Full or Associate Member in mid-year they shall be prorated for membership dues that are payable upon joining.

The Trustee may receive credit, if approved by a simple majority vote of the entire RRSG full members present or not, towards their membership costs for services in lieu of payment.

Any Municipality may receive credit, if approved by a simple majority vote of the entire RRSG full members present or not, towards their membership costs for providing adequate work space and resources to anyone employed by the RRSG.

Any remaining money in the RRSG funds would be prorated to active members based on their annual contribution, if the group dissolves.

**4. Liability and Indemnification.** Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees, which in any manner result from this Agreement or the operation of the Membership (collectively, "Liabilities") shall be borne by the

Members according to the Proportionate Share for each Member; except to the extent that any such Liabilities may in any manner result from or arise out of the sole act(s) or omission(s) of any such Members, its officers, agents, employees or authorized users of the Membership, whether by negligence or otherwise, in which case such responsible Member agrees to indemnify, hold harmless and defend the other Members from and against any and all such Liabilities.

**5. Evidence of Authorization by Governing Body.** Each full and associate member, who is entering into this Agreement and participating in the Membership shall provide an authorizing resolution from its governing body of elected officials or members having the power to authorize such resolution, which resolution shall specifically authorize a representative and/or their designee of the governing body to vote or attend on their behalf.

**6. Amendments.** This agreement may not be amended except by a written agreement approved by resolutions pursuant to Paragraph 5 herein by all governing bodies of full and associate members.

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Agency

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Address

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City, State, Zip Code

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Contact

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Phone Number

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Email address

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Fax Number

Authorized signatory:

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Executive officer

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Executive Officer (signature)

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Date