

INTERGOVERNMENTAL AGREEMENT
Between The Village of Wales and Waukesha County
For Storm Water Education Program Services

Whereas, the Village of Wales ("Village") and Waukesha County - Land Resources Division ("County") both recognize the negative impacts storm water runoff from urban lands can have on local water resources and are both subject to WPDES Municipal Separate Storm Sewer Discharge General Permit WI-S050075-1 under Chapter NR 216 Wisconsin Administrative Code ("Municipal Permit"); and

Whereas, the Municipal Permit requires the County and the Village to implement a public education, outreach and participation program relating to water pollution caused by storm water discharges;

Whereas, sharing resources and coordinating information and educational activities between the County and the Village can be a cost-effective way to satisfy the Municipal Permit requirements for both units of government;

Now, therefore, in consideration of these premises and under the authority of subsection 66.0301 Wis. Stats., the County and the Village hereby agree to cooperate on the implementation of an information and educational program in accordance with the following:

- (a) **SERVICES.** Starting November 1, 2008 the County agrees to provide the Village educational program services in accordance with Exhibit X. When implemented, this program will meet the Municipal Permit requirements entitled "Public Education and Outreach" (Section 2.1) and "Public Involvement and Participation" (Section 2.2) for both the County and the Village. Exhibit X describes an annual work planning and oversight process, program goals by target audience, planned activities and the general roles of the County and the Village during implementation. The County and the Village agree to participate in at least two program planning and implementation meetings each year and to carry out assigned activities, as described in Exhibit X. It is understood that the County and the Village must implement the program described in Exhibit X to maintain compliance with the Municipal Permit and are both subject to annual evaluations by the Wisconsin Department of Natural Resources.

The County and the Village further understand they are each responsible for demonstrating their own compliance with Section 2.6.8 of the Municipal Permit relating to the education of County and Village officials.

- (b) **FEES.** Starting in 2008, the Village agrees to pay the County the applicable fee shown in Exhibit Y for the information and education program services described in (a) above. The fee is designed to partially offset County costs for staff salaries, benefits, overhead, materials and program support, except for bulk mailings. After 2008, this fee shall be subject to an annual increase not to exceed 5% or the actual County cost increases for salary and benefits involved in providing these services, whichever is less. All fees after 2008 shall be documented by invoice from the County to the Village. The Village shall approve and be responsible for

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any proposed bulk mailing costs proposed within their community above and beyond the program outlined in Exhibit X, unless otherwise agreed to by the County.

(c) **RESPONSIBLE CONTACTS.** Upon execution of this agreement, the County and the Village each shall designate in writing a primary contact person to be responsible for carrying out the activities described in Exhibit X.

(d) **REPORTING.** By March 1 of each year required under the Municipal Permit, the County shall provide the Village with a detailed report of activities carried out by the County during the previous calendar year under this agreement. The Village shall be responsible for tracking their own activities and submitting all required reports to the Wisconsin Department of Natural Resources.

(e) **MISCELLANEOUS PROVISIONS**

1. **Effective Date.** Pursuant to Wis. Stat. §§ 59.693(9) and 61.354(8), this Agreement may be established only by ordinance of both municipal entities and shall become effective thereon. This Agreement shall remain in effect through the term of the Municipal Permit (December 31, 2010) or until otherwise terminated by either party under sub. 3. below. Upon renewal, extension or re-issuance of the Municipal Permit, this agreement will automatically be extended and renewed for the period of the permit, unless otherwise agreed by the parties or terminated under sub. 3. below.
2. **Review and Amendments.** The terms of this Agreement shall be reviewed annually and may be modified if approved in writing by both parties and duly executed by the authorized representative. The County shall notify the DNR of any proposed amendments to determine if they would have any effect on compliance with the Municipal Permit.
3. **Termination.** The County or the Village may terminate this Agreement at any time upon a 60-day written notice of intent. The Village is responsible for notifying the DNR of any termination of this agreement and for subsequent compliance with related Municipal Permit requirements.
4. **Effect of Agreement.** The only terms and conditions of the Municipal Permit affected by this agreement shall be those specifically stated in this agreement. The Village and the County acknowledge that each is responsible for complying with all other terms and conditions of the Municipal Permit that apply to their jurisdiction. This Agreement contains the entire agreement of the parties. The County and the Village recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the County and other entities.

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5. **Severability.** If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.
6. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the Village:

Jeffery A. Flaws 3/3/2008
(Signature) (Date)

Jeffery A. Flaws President
(Printed name & title)

Signed by Waukesha County:

Perry M. Lindquist 5/6/08
(Signature) (Date)

Perry M. Lindquist, Land Resources Mgr.
(Printed name & title)