

# **STORM WATER MANAGEMENT PUBLIC EDUCATION AND OUTREACH COOPERATIVE AGREEMENT**

This Agreement is entered into pursuant to Wis. Stat. § 66.0301 to specify those certain responsibilities of the parties hereto in the implementation of an intergovernmental storm water public education and outreach program during the term of this Agreement.

## **I. PARTIES**

This Agreement is between La Crosse County, City of La Crosse, City of Onalaska, Village of Holmen, Village of West Salem, Town of Campbell, Town of Onalaska, Town of Shelby, Town of Holland, and the City of La Crescent, MN herein referred to as the La Crosse Waters Urban Storm Water Group.

## **II. TERM OF AGREEMENT**

This Agreement shall commence on January 1, 2020, and continue through December 31<sup>st</sup>, 2022. This Agreement may be terminated by any party on thirty (30) days written notice to the group, subject only to the payment of any obligations due to the group under this Agreement up to the point of said termination.

## **III. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to continue implementation of the single source information and outreach program for all participating municipalities meeting the requirements of Wis. Admin. Code Section § NR 216.07 to increase awareness of storm water impacts on waters of the state while avoiding duplication of efforts and saving costs.

The parties to this Agreement may seek to improve the quality of local storm water management programs by mutually agreeing to contract for services that would evaluate institutional arrangements for long-term program delivery and develop marketing and/or educational materials on storm water impacts on waters of the state to residents of La Crosse County. The Agreement allows the parties to share resources and work together on a program that meets permit requirements of Wis. Admin. Code § NR 216.07.

## **IV. PROGRAM SUMMARY**

The activities required to complete this project include, but are not limited to the following.

- A. Maintain and update existing La Crosse Waters website
- B. Maintain four previously constructed public educational rain garden displays in La Crosse (Southside Neighborhood Center), Campbell (Community Center), Holland (Town hall), & rain gardens at the Habitat for Humanity Office (3181 Berlin Drive)
- C. Improve the public's current knowledge of the causes of storm water pollution through the basic outreach network (Website, Digital Media & Print Media)
- D. Continue to develop marketing/educational materials to encourage reduction of the causes of storm water pollution.
- E. Provide information directly to La Crosse County residents to influence changes in the behavior and encourage best practices for storm water management.
- F. Develop /provide educational signage for three additional existing storm water infrastructure projects (Northern Hills Elementary & two additional yet to be named)
- G. Creation of a new storm water learning site at Hamilton Elementary
- H. Administration of the Annual "Soak It Up!" Award program
- I. Building public/private partnerships to assist in the coordination of stormwater public education.

## **V. SCOPE OF SERVICES**

- A. La Crosse Waters Urban Storm Water Group agrees to the following:
  1. Continue to implement and provide public education and outreach programs for storm water management that comply with Wis. Admin. Code § NR 216.07.

2. Host and facilitate all La Crosse Waters Urban Storm Water Group meetings on an as-needed basis
3. Advertise for, award and execute all associated subcontractor billings, and pass these costs equitably to all participating municipalities based on the population distribution listed below.

Municipality	Population	% Pop.	2020 commitment (not to exceed)	2021 commitment (not to exceed)	2022 commitment (not to exceed)	% total municipal commitment
T. of Campbell	4,339	4%	\$999.67	\$999.67	\$999.67	3.3%
T. of Holland	3,895	4%	\$897.38	\$897.38	\$897.38	3%
T. of Onalaska	5,704	6%	\$1,314.15	\$1,314.15	\$1,314.15	4.4%
T. of Shelby	4,707	5%	\$1,084.45	\$1,084.45	\$1,084.45	3.6%
V. of Holmen	9,413	9%	\$2,168.68	\$2,168.68	\$2,168.68	7.2%
V. of West Salem	4,938	5%	\$1,137.67	\$1,137.67	\$1,137.67	3.8%
C. of Onalaska	18,159	18%	\$4,183.68	\$4,183.68	\$4,183.68	14%
C. of La Crosse	52,018	50%	\$11,948.52	\$11,948.52	\$11,948.52	40%
C. of La Crescent	4,830		\$2,072.79	\$1,112.79	\$1,112.79	3.7%
	108,003		\$29,883.00	\$29,883.00	\$29,883.00	
La Crosse County (Rain Garden Maintenance)			\$5,000	\$5,000	\$5,000	

Note – Population amounts based on WI Department of Administration estimates (August 2014)

4. Cooperate with all participating La Crosse Waters Urban Storm Water Group municipal members to sponsor and conduct specific activities as contributing components of a storm water management public education and outreach program, to be implemented during the term of this Agreement.

**VI. NOTICES**

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail to La Crosse County at:  
 Vicky Kast, Office Administrator, UW Extension Rm 2100  
 212 N 6<sup>th</sup> St, La Crosse WI 54601

**VII. MUTUAL INDEMNIFICATION**

The parties agree to fully indemnify and hold all other La Crosse Waters Urban Storm Water Group members harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same. This provision shall not waive municipality's limitations of liabilities.

**VIII. WAIVER OF BREACHES**

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

**IX. APPLICABLE LAW**

This Agreement shall be governed by the State of Wisconsin. Venue for any dispute hereunder shall be in La Crosse County Circuit Court.

**X SECTION HEADINGS**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**XI. NON-ASSIGNMENT OF AGREEMENT**

The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

**XII. MODIFICATIONS TO AGREEMENT**

There shall be no modifications to this Agreement, except in writing, and signed by all parties.

**XIII. INTEGRATION OF AGREEMENT**

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Provider and the county relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

\_\_\_\_\_  
Terry Schaller, Chair  
Town of Campbell

\_\_\_\_\_  
Dennis Manthei, Village President  
Village of West Salem

\_\_\_\_\_  
Steve Micheals, Chair  
Town of Holland

\_\_\_\_\_  
Joe Chilsen, Mayor  
City of Onalaska

\_\_\_\_\_  
Rolly Bogert, Chair  
Town of Onalaska

\_\_\_\_\_  
Tim Kabat, Mayor  
City of La Crosse

\_\_\_\_\_  
Timothy Candahl, Chair  
Town of Shelby

\_\_\_\_\_  
Patrick Barlow, Village President  
Village of Holmen

\_\_\_\_\_  
Tara Johnson, Chair  
La Crosse County Board

\_\_\_\_\_  
Mike Poellinger, Mayor  
City of La Crescent