

Intergovernmental Agreement for Use and Distribution of Proceeds from Wisconsin DNR "2008" Recycling Efficiency Incentive Grants

This agreement is made by and between the City of West Allis, the City of Greenfield, the City of Cudahy, the City of St. Francis, the Village of Shorewood and the Village of West Milwaukee, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of allocating responsibilities and costs in relation to application and administration of the "2008" Recycling Efficiency Incentive Grant ("Grant") from the Wisconsin Department of Natural Resources, pursuant to Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549.

WHEREAS the RU's desire to collaborate in an effort to significantly improve recycling and waste reduction information/education efforts, and

WHEREAS the RU's could achieve new efficiencies in cooperation with improved participation in area recycling:

- promote waste reduction to help lower solid waste costs
- conduct outreach to residents
- develop and distribute printed, electronic, and media materials

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 Partnership.** (a) The RU's shall utilize the proceeds of the Grant to establish themselves as partners.

(b) The City of West Allis shall be responsible for the printing of all educational material developed for this initiative. The City of Greenfield, the City of Cudahy, the City of St. Francis, the Village of Shorewood and the Village of West Milwaukee shall reimburse the City of West Allis for the actual cost of printing the education materials for their respective cities.
2. **Liability and Indemnification.** Each partner shall carry its own insurance coverage.
3. **Effective Date and Term of Agreement.** (a) This Agreement becomes effective on that date by which the partners have adopted this agreement. It terminates upon agreement of partners unless otherwise extended.

(b) Notwithstanding paragraph 3 (a) above, a partner may terminate its participation in the agreement upon 30 days notice through approval of, and upon the date established by its governing body. Any RU terminating its participation under this paragraph shall not be entitled to reimbursement of any payments made by that RU under this agreement. Termination of its participation under this paragraph will not relieve any RU of its obligation to pay any payments invoiced prior to the date the RU's termination becomes effective.

4. **Non-receipt of Grant Funds.** If no grant funding is received by the RU's pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549, this agreement shall terminate, and the RU's shall have no obligation to fund or participate in the agreement.

5. **Ownership.** It is understood that the RU's have joint ownership of any shared materials and all rights, permits and licenses obtained in conjunction with the Membership and upon any termination of this Agreement by one or more of the RU's, but not all RU's, any and all right, title and interests in said equipment, permits, licenses or other property rights shall be automatically transferred to the non-terminating RU's. There will be no refund of any costs to any RU terminating the Agreement prior to expiration of the Membership. If all RU's terminate this Agreement, the equipment shall be disposed of in a manner to be negotiated by the RU's.

6. **Evidence of Authorization by Governing Body.** Each RU entering into this Agreement shall provide, in addition to proof of authorization to affix the signature or signatures below, an authorizing resolution, from its governing body of elected officials having the power to authorize such resolution, which resolution shall specifically authorize a representative of that RU to apply for financial assistance pursuant to the provisions of Section 287.235, Stats, and Wisconsin Administrative Code Section NR 549.

City of West Allis

Date Signed	Jeannette Bell Mayor
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Date Signed	Paul Ziehler City Administrative Officer, Clerk/Treasurer
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Date Signed	Scott Post City Attorney
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City of Greenfield

Date Signed	Michael J. Neitzke Mayor
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Date Signed	Jennifer Goergen City Clerk
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Date Signed

Roger C. Pyzyk
City Attorney

City of Cudahy

Date Signed

John Hohenfeldt
Mayor

Date Signed

Joe Henika
City Clerk

Date Signed

John J. Jursik
City Attorney

City of St. Francis

Date Signed

Al Richards
Mayor

Date Signed

Anne Uecker
City Clerk

Date Signed

Michelle Ford
City Attorney

Village of Shorewood

Date Signed

Guy W. Johnson
President

Date Signed

Kathleen E. Greig
Village Clerk

Date Signed

Ray Pollen
Village Attorney

Village of West Milwaukee

Date Signed

Ronald G. Hayward
President

Date Signed

Susan M. Schupp
Village Clerk

Date Signed

Village Attorney

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