Memorandum of Understanding

1. Parties
The parties to this agreement are the Yahara River Watershed Improvement Network Intergovernmental Agreement Group (“Yahara WINS”) and the Clean Lakes Alliance.

2. MOU Term
The term of this MOU is January 1, 2017 through December 31, 2018, with annual renewal through March 31, 2022, unless otherwise terminated by either party in writing consistent with Section 9 of this MOU.

3. Recitals
a. Yahara WINS and the Clean Lakes Alliance have a mutual goal of reducing phosphorus loads in the upper portion of the Yahara River Watershed, generally defined as TMDL stream reaches 62-64 identified in Figure 1 (the “Target Areas”), in order to meet the phosphorus reduction goals outlined in the Yahara CLEAN (Capital Lakes Environmental Assessment and Needs) Strategic Action Plan for Phosphorus Reduction (2012) by the end of the 20 year adaptive management timeline.

b. The Clean Lakes Alliance Executive Board has allocated $100,000 in its 2017 budget as a contribution to Yahara WINS to be used to encourage farms to adopt conservation practices and/or engineered solutions that result in verifiable phosphorus reductions (the “Reduction Activities”) in the Target Areas.

c. The Clean Lakes Alliance anticipates allocating $100,000 annually in subsequent budgets for continued support to Yahara WINS for the purpose of investing in Reduction Activities in the Target Areas.

4. Financial Contribution
a. Subject to the terms and conditions contained in this agreement, the Clean Lakes Alliance anticipates making a financial contribution to Yahara WINS in the amount of $100,000 annually for a five year period starting in calendar year 2017.

b. The Clean Lakes Alliance annual financial contribution to Yahara WINS will be made in four (4) equal installments according to the following schedule:

- Installment 1: $25,000 due by March 15
- Installment 2: $25,000 due by June 15
- Installment 3: $25,000 due by September 15
- Installment 4: $25,000 due upon receipt of the Yahara WINS Annual Activities Report

c. Yahara WINS will invoice Clean Lakes Alliance for each installment. The invoice will include a brief description of the work done during the invoice period.

5. Use of Funds
a. All funding provided in this agreement shall be used for Reduction Activities in the Target Areas. Further, the Clean Lakes Alliance encourages that for calendar year 2017, funding provided in this agreement be used primarily for long term capital projects, with a suggested, but not required, percentage as follows:
- 70% for grassed stream side buffers, berms, swales, diversions and water retention basins
- 30% for strip and vertical tillage, low disturbance manure injection, no-till and contour strip cropping and nutrient management planning

b. Funding provided in this agreement may be used to leverage existing county and federal funds to eliminate funding gaps in connection with encouraging more farms in the Target Areas to engage in Reduction Activities.

c. Funds used by Yahara WINS for Reduction Activities in the Target Areas shall be supplemental to cost share practice funds routinely included in the Dane County Capital and Operating budgets and the Yahara WINS approved 2017 and five year operating budgets.

6. Reporting Requirements
a. Semi Annual and Annual Activities Report – Yahara WINS shall prepare and submit a semiannual and an annual activities report to Clean Lakes Alliance describing phosphorus reduction projects implemented using funds provided under this agreement. The activities report should include practices funded, practice units, modeled phosphorus reductions, and funds expended therefor. The semiannual activities reports shall be submitted to Clean Lakes Alliance on or before July 31st of each year. The annual activities report shall be submitted to Clean Lakes Alliance on or before March 31st of the following year.

b. Dane County Draft Annual Report. For any year during which this agreement is in effect, and for any year following a year during which Installment 3 was paid to Yahara WINS, Yahara WINS will provide, on or before March 31st, either directly to Clean Lakes Alliance or by making publicly available through their website, the Dane County draft annual report.

7. Strategic Communication
a. Yahara WINS and the Clean Lakes Alliance agree to work together to develop a coordinated approach for reporting to the public on phosphorus reduction to the lakes for practices funded under this agreement. This shall include working on a method of translating phosphorus load reductions used for the purpose of demonstrating compliance with the Rock River Total Maximum Daily Load (TMDL), which is calculated by TMDL stream reach, into phosphorus load reductions delivered to the lakes in the Yahara River Watershed. To facilitate developing this methodology, Yahara WINS agrees to participate in at least two meetings before March 31st.

8. Liability
a. Each party to this agreement is a separate and independent entity and shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. Yahara WINS shall have exclusive authority to determine the manner and methods employed by Yahara WINS in the performance of the activities contemplated by this agreement. Yahara WINS is not, nor will it claim to be, acting as the agent of the Clean Lakes Alliance by virtue of the performance of any activities contemplated by this agreement.

9. Termination
a. Either party may terminate this MOU without cause upon a 90 day advance written notice to the other party. In the event that the Clean Lakes Alliance terminates the agreement, the Clean Lakes Alliance agrees to make all Installment payments due to Yahara WINS for that calendar year up to the effective termination date, and Yahara WINS agrees to use any funds paid prior to the effective termination date in
the manner provided in Section 5 of this agreement. In the event that Yahara WINS terminates the agreement, Yahara WINS agrees to provide the Clean Lakes Alliance with all reports due under Section 6 of this agreement for the calendar year in which the last Clean Lakes Alliance financial contribution was received.

10. Notice
   a. Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to or if delivered at or sent by registered or certified mail postage prepaid to:

   For Yahara WINS: Yahara WINS Executive Committee President, Madison Metropolitan Sewerage District, 1610 Moorland Road, Madison, Wisconsin 53713.

   For the Clean Lakes Alliance: James Tye, Executive Director, Clean Lakes Alliance, 150 East Gilman Street, Suite 2600, Madison WI 53703.

11. Signatures
IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

For the Clean Lakes Alliance:

__________________________________  _________________________  
James Tye  
Executive Director  Date

For Yahara WINS:

__________________________________  _________________________  
David S. Taylor  
Yahara WINS Executive Committee President  Date

__________________________________  _________________________  
Jeffrey S. Rau  
Yahara WINS Executive Committee Treasurer  Date
Figure 1: TMDL Stream Reaches