

**COOPERATIVE AGREEMENT BETWEEN
CAPITAL AREA REGIONAL PLANNING COMMISSION AND
THE CITY OF MADISON FOR
WISCONSIN SALT WISE PROGRAM ACTIVITIES**

CY 2023 - 2025

THIS AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between the Capital Area Regional Planning Commission (CARPC) and the City of Madison (City), hereinafter referred to individually as "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties have specific priorities included in permits or otherwise stated to improve awareness and encourage action relating to salt use;

WHEREAS, the Parties continue to work toward the goals of Wisconsin Salt Wise as an informal partnership; and

WHEREAS, in furtherance of these priorities and goals, the Parties agree to obtain the services of the Wisconsin Salt Wise Program Manager, an employee of Capital Area Regional Planning Commission, to provide services for the advancement of the Wisconsin Salt Wise partnership and share the costs thereof.

NOW, THEREFORE, in consideration of the above premises and the covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each Party for itself, the Parties agree to the following:

1. CARPC shall maintain a position, the Wisconsin Salt Wise Program Manager, hereinafter referred to as the "Position," to provide services in furtherance of the Wisconsin Salt Wise partnership's goals. Should the Position become vacant, CARPC shall take all reasonable measures to assure that it is filled, or its duties reassigned.
2. The Position and Wisconsin Salt Wise program activities will be funded through agreements with several funding partners, including but not limited to, the Fund for Lake Michigan, CARPC, Madison Metropolitan Sewerage District, City of Madison, Dane County, and the Madison Area Municipal Stormwater Partnership. At the end of any calendar year, any unused funds shall be rolled over to the following years Salt Wise activities.
3. The term of this agreement is January 1, 2023, through December 31, 2025. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.

4. The City shall contribute a share of program costs equal to \$5,000 in 2023, \$5,000 in 2024, and \$5,000 in 2025 to the total cost of the WI Salt Wise program. This amount shall be paid upon the City's receipt of an invoice from CARPC. Payment shall be made within thirty (30) days of the City's receipt of the CARPC's invoice.
5. The Parties shall work through the Wisconsin Salt Wise Steering Committee (Committee) to guide the Position work plan. The Committee shall meet a minimum of four (4) times per year. The Committee shall include a representative of each of the signatories to this Agreement and may include others.
6. The entire agreement of the Parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all Parties.
7. Upon execution by all Parties, this Agreement shall become effective. This Agreement may be amended and extended at any time upon the mutual agreement of all of the Parties.
8. **TERMINATION OF AGREEMENT.** In the event that any Party determines that it is in its best interest to terminate participation in this cooperative agreement with CARPC, the Party may do so at any time by taking the following action:
 - A) The Party shall send written correspondence to the CARPC Agency Director indicating its desire to terminate participation in this Agreement.
 - B) Committed funds will not be refunded.
9. **NON DISCRIMINATION.** In performance of services under this Agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.
10. **PERFORMANCE.** Each Party to this Agreement hereby certifies that it possesses the legal authority required to enter into this Agreement, and that the signatories to this Agreement are duly authorized to sign and that its designated representatives are authorized to act in matters pertaining to this Agreement and to provide required reports and file data as may be required.
11. **THIRD PARTY RIGHTS.** This agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, or repeal existing rights, benefits or privileges of any third party or parties. Nothing contained herein is intended as a waiver by any Party of the defenses and immunities contained within the Wisconsin Statutes, including Sec. 893.80.

IN WITNESS WHEREOF, the parties do hereby affix their hands.

CITY OF MADISON

Satya Rhodes-Conway, Mayor Date

Maribeth Witzel-Behl, City Clerk Date

Michael Haas, City Attorney Date

David Schmiedicke, Finance Director Date

Eric T. Veum, Risk Manager Date

CAPITAL AREA REGIONAL PLANNING COMMISSION

Steve Steinhoff 06/13/2023
Stephen Steinhoff, Agency Director Date