

**COOPERATIVE AGREEMENT BETWEEN
CAPITAL AREA REGIONAL PLANNING COMMISSION AND
THE CITY OF MADISON FOR
WATER RESOURCE MONITORING ACTIVITIES**

CY2015 RENEWAL

THIS AGREEMENT is by and between the City of Madison, hereinafter the "City," and the Capital Area Regional Planning Commission, hereinafter the "CARPC."

WHEREAS, the parties have an ongoing relationship to cooperate in the monitoring of the water resources within Dane County and wish to continue this cooperation through 2015.

NOW, THEREFORE, LET IT BE RESOLVED that the parties do mutually agree as follows:

1. Purpose. State and local municipalities in Dane County, Wisconsin, have joined together to conduct the systematic monitoring of water resources within Dane County, formally known as the Dane County Cooperative Water Resources Monitoring Program. This program is conducted by the United States Geological Society, hereinafter the "USGS," and funded by the participants, matched by USGS.
2. Term and Renewal. The term of this agreement is January 1, 2015, through December 31, 2015. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.
3. Scope of Services. The City's participation in the program is to fund activities conducted on the Spring Harbor storm sewer. The City will have access to data collected at any of the monitoring stations within the program. Collection sites and contributions by the various participants are set forth in Attachment A, which is hereby incorporated by reference.
4. Payment. The City shall contribute a share, not to exceed \$17,953 to the total cost of the water resources program as contracted between the CARPC and the USGS. This amount shall be paid upon the City's receipt of an invoice from the CARPC. Payment shall be made within thirty (30) days receipt of invoice.
5. Nondiscrimination. In the performance of the services under this agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, 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. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this agreement because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.
6. Liability. Each party shall be responsible for all injuries, claims, or losses, including attorney's fees, arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

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

CITY OF MADISON

Mayor Paul Soglin Date

City Clerk Maribeth Witzel-Behl Date

Finance Director David Schmiedicke Date

City Attorney Michael May Date

CAPITAL AREA REGIONAL PLANNING COMMISSION

Executive Director Date

2015 Dane County Cooperative Water Resources Monitoring Program

Data Collection Site	USGS	Dane County	DNR	Westport	Madison	Middleton	Total
1. Spring Harbor Storm Sewer							
- Streamflow (continuous)	2,665				3,514		6,179
- Suspended sediment sampling and loads based on 150 samples (USGS KY Lab), continuous conductivity/chloride loads (MMSD analyzes chloride samples)	5,053				14,439		19,492
Subtotal	7,718				17,953		25,671
2. Pheasant Branch at USH 12, Middleton							
- Streamflow (continuous)	4,585					5,796	10,381
- Suspended sediment sampling and loads based on 55 samples (USGS KY Lab)	5,368					6,663	12,031
- Total P, nitrate plus nitrite, ammonium, and total Kjeldahl nitrogen sampling and loads based on 55 samples; and dissolved ortho-P sampling based on 20 samples	2,175	2,729					4,904
- Phosphorus and nitrogen lab analyses (State Lab)			----				----
Subtotal	12,128	2,729				12,459	27,316
3. Yahara River at Windsor							
- Streamflow (continuous)	4,585	5,796					10,381
- Suspended sediment, total P, nitrate plus nitrite, ammonium, and total Kjeldahl nitrogen sampling and loads based on 55 samples; and dissolved ortho-P sampling based on 20 samples	5,629	7,118					12,747
- Phosphorus and nitrogen lab analyses (State Lab)			----				----
Subtotal	10,214	12,914					23,128
4. Yahara River at SH 113, Madison							
- Streamflow (AVM, continuous)	2,620	1,750	----	1,860			6,230
- Total P and suspended sediment (USGS KY Lab) sampling and loads based on 55 samples and dissolved ortho-P based on 20 samples	2,620	1,750	----	1,860			6,230
- Phosphorus lab analyses (State Lab)			----				----
Subtotal	5,240	3,500		3,720			12,460
5. Baseflow Sampling (4 Sites)							
- Dissolved oxygen, E. Coli, pH, specific conductance, and temperature. Analysis of suspended sediment, phosphorus, and nitrogen at USGS NWQL	4,266	6,399					10,665
Subtotal	4,266	6,399					10,665
6. Lake Level Gages							
- Lakes Mendota, Monona, Kegonsa, and Waubesa	8,000	11,000					19,000
Subtotal	8,000	11,000					19,000
7. Streamflow Gages							
- Yahara River at Madison, McFarland, and Stoughton; Black Earth Creek at Black Earth	21,300	33,400					54,700
Subtotal	21,300	33,400					54,700
Grand Total	68,866	69,942		3,720	17,953	12,459	172,940

¹ Phosphorus and nitrogen lab analyses service performed by the State Lab of Hygiene through separate agreement between SLOH and DNR for Pheasant Branch and Windsor gages (\$12,710) and Yahara River at SH 113 (\$1,631).

² Does not include funding for streamflow, sampling and loads (\$19,760) provided through separate agreement between USGS and DNR for DNR share of Yahara R. at SH113.