

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

**CY2009 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 fifteen-year relationship to cooperate in the monitoring of the water resources within Dane County and wish to continue this cooperation through 2007.

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, herein after "USGS", and funded by the participants matched by USGS.
2. Term and Renewal. The term of this agreement is January 1, 2009 through December 31, 2008. 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 \$9,435, 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. During the term of this Agreement, the City and the County, each for itself, agrees to abide by its own affirmative action plan and in doing so shall not discriminate in the employment, training, or education of any person by reason 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, political beliefs, or student status.
6. Liability. City shall be responsible for injuries, claims and losses arising from or caused by the acts or omissions of its officers, employees, agencies, boards, commissions and representatives. The CARPC shall be responsible for injuries, claims and losses arising from or caused by the acts or omissions of its officers, employees, agencies, boards, commissions and representatives. 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 David J. Cieslewicz                      Date

\_\_\_\_\_  
City Clerk Maribeth Witzel-Behl                      Date

\_\_\_\_\_  
Comptroller Dean Brassler                      Date

\_\_\_\_\_  
City Attorney Michael May                      Date

**CAPITAL AREA REGIONAL PLANNING COMMISSION**

\_\_\_\_\_  
Executive Director                      Date