

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

CY2019 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 2019.

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, 2019, through December 31, 2019. 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 \$19,600 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 of the City's receipt of the CARPC's 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, gender, disability, 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

Satya Rodes-Conway, Mayor Date

Maribeth Witzel-Behl, City Clerk Date

Michael May, City Attorney Date

David Schmiedicke, Finance Director Date

Eric T. Veum, Risk Manager Date

CAPITAL AREA REGIONAL PLANNING COMMISSION

 01/08/19
Stephen Steinhoff, Deputy Director Date

2019 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)	2,500				4,000		6,500
- Suspended sediment sampling (USGS KY Lab) and loads based on 150 samples; continuous conductivity/chloride loads (MMSD analyzes 10-15 chloride calibration samples); Total P, TSS, TKN sampling (MMSD lab) and loads based on 150 samples	5,600				15,600		21,400
Subtotal	8,100				19,600		27,700
2. Pheasant Branch at USH 12, Middleton							
- Streamflow (continuous), precipitation	6,200					6,600	12,800
- Suspended sediment sampling (USGS KY Lab) and loads based on 100 samples	5,800					7,100	12,900
- Total P and dissolved ortho-P sampling (State Lab) based on 100 samples	2,400	3,000					5,400
- Phosphorus lab analyses (State Lab)			---- ¹				----
Subtotal	14,400	3,000				13,700	31,100
3. Yahara River at Windsor							
- Streamflow (continuous), precipitation	6,200	6,600					12,800
- Suspended sediment (USGS KY Lab), total P, dissolved ortho-P, nitrate plus nitrite, ammonium, and total Kjeldahl nitrogen sampling (State Lab) and loads based on 100 samples	7,500	11,000					18,500
- Phosphorus and nitrogen lab analyses (State Lab)			---- ¹				----
Subtotal	13,700	17,600					31,300
4. Yahara River at SH 113, Madison							
- Streamflow (AVM, continuous)	2,900	1,900	---- ²	2,050			6,850
- Suspended sediment (USGS KY Lab), Total P, dissolved ortho-P (State Lab) sampling and loads based on 50 samples	2,900	1,900	---- ²	2,050			6,850
- Phosphorus lab analyses (State Lab)			---- ¹				----
Subtotal	5,800	3,800		4,100			13,700
5. Baseflow Sampling (4 Sites)							
- Streamflow, dissolved oxygen, E. Coli, pH, specific conductance, and temperature. Analysis of suspended sediment, phosphorus, and nitrogen species at USGS NWQL	4,700	7,000					11,700
Subtotal	4,700	7,000					11,700
6. Lake Level Gages							
- Lakes Mendota, Monona, Kegonsa, and Waubesa	8,000	11,200					19,200
Subtotal	8,000	11,200					19,200
7. Streamflow Gages							
- Yahara River at Madison, McFarland, and Stoughton; Black Earth Creek at Black Earth	21,300	34,000					55,300
Subtotal	21,300	34,000					55,300
Grand Total	76,000	76,600		4,100	19,600	13,700	190,000

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.