

**AGREEMENT BETWEEN  
CITY OF MADISON ON BEHALF OF THE MADISON AREA TRANSPORTATION  
PLANNING BOARD AND THE  
CAPITAL AREA REGIONAL PLANNING COMMISSION  
FOR TRANSPORTATION PLANNING SERVICES**

**Parties:** This agreement is by and between the City of Madison, hereafter “City,” and Capital Area Regional Planning Commission, hereafter “CARPC.”

**Term:** The term of this agreement is January 1, 2019 through December 31, 2019.

**Scope of Services:** The City will provide transportation planning services to CARPC. These services will be provided by City staff to the Madison Area Transportation Planning Board (MATPB) – An MPO. These planning services will consist of: (1) conducting analyses of the impact of proposed Urban Service Area amendments in the county on the multi-modal transportation system, including an assessment of the capacity to handle the traffic to be generated, ability to serve the development with public transit, accommodations for pedestrians and bicyclists, other design issues, and overall consistency with the goals, policies, and recommendations in the Regional Transportation Plan; and (2) providing staff support for CARPC’s work to undertake a regional visioning process and develop growth strategy leading to an updated land use plan in order to ensure consistency between the regional transportation and land use plans.

**Payment:** The City of Madison will bill CARPC on a quarterly basis for the cost of providing the transportation planning services. A progress report on planning services provided will be submitted with the quarterly invoice. The total cost of these services will not exceed \$5,457 for calendar year 2019.

**Non-Discrimination:** During the term of this agreement, the parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the parties agree that this agreement does not subject either party to the other’s jurisdiction for the determination of such matters.

**Liability:** 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. 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 obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by individuals and officers duly authorized on the dates noted below.

**CAPITAL AREA REGIONAL  
PLANNING COMMISSION**

**CITY OF MADISON**

By: \_\_\_\_\_  
Steve Steinhoff  
Deputy Director

By: \_\_\_\_\_  
Paul Soglin  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Maribeth Witzel-Behl  
City Clerk

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
David Schmiedicke  
City Finance Director

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Michael May  
City Attorney

Date: \_\_\_\_\_