

**AGREEMENT BETWEEN
THE CITY OF MADISON AND THE
CAPITAL AREA REGIONAL PLANNING COMMISSION
FOR POPULATION AND EMPLOYMENT FORECASTING 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, 2013 through December 31, 2013.

Scope of Services: CARPC will provide population and employment forecasting services to the City staff for the Madison Area Transportation Planning Board (TPB). Specifically, these services will consist of developing a methodology for allocating county-wide Year 2040 population projections (provided by the Wisconsin Department of Administration) to the urban service areas and rural area of the county; and preparing or obtaining county-wide Year 2040 employment projections and developing a methodology to allocating the employment to the urban service areas and rural area of the county. The population and employment projections are used by the City staff to the TPB for further allocating the growth to small traffic analysis zones used for regional traffic forecasting purposes.

Payment: CARPC will invoice the City of Madison on a monthly or quarterly basis for the cost of providing the population and employment forecasting services, but will only charge the City for 80% of the cost. The remaining 20% of the cost—which constitutes the local match to the Federal Planning-Discretionary funds that the City will be receive from the Wisconsin Department of Transportation for the services—will be covered by CARPC. The total cost of these services will not exceed \$15,260 (and the 80% billed to the City will not exceed \$12,208) for calendar year 2013.

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: _____
Kamran Mesbah
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: _____