

**AGREEMENT BETWEEN
THE CITY OF MADISON 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, 2015 through December 31, 2015.

Scope of Services: The City will provide transportation planning services to the CARPC. These services will be provided by City staff to the Madison Area Transportation Planning Board (TPB) – An MPO. These planning services will consist primarily of 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 policies and recommendations in the Regional Transportation Plan. Other services to be provided include: (1) collecting and analyzing transportation data and preparing information for CARPC’s Annual Trends Report posted on its website; and (2) working with CARPC staff to coordinate the MPO’s Regional Transportation Plan with CARPC’s Regional Land Use Plan. Services may also include analysis of transportation issues associated with CARPC’s Future Urban Development Area planning for local communities.

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 is estimated not to exceed \$9,701 for calendar year 2015.

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

Date: _____

By: _____
Paul Soglin
Mayor

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: _____