

**Agreement Between
City of Madison and Capital Area Regional Planning Commission
Concerning Regional Values Survey Project**

Parties: This agreement is by and between the City of Madison, hereafter “City,” on behalf of the Madison Area Transportation Planning Board (MATPB), and the Capital Area Regional Planning Commission, hereafter “CARPC.”

Term: This agreement shall begin upon signing by both parties and shall remain effective until the project is completed.

Project: CARPC and the MATPB will work together on a project to conduct values based research and a public survey that addresses growth, transportation, and other issues to support the planning efforts of the two agencies. CARPC will serve as the lead agency for the project. CARPC will hire a consultant, Heart+Mind Strategies, conduct the values research and survey with supporting staff assistance from the two agencies consistent with the attached project proposal from the consultant.

Funding: The values research and survey project is estimated to cost \$92,500. The City of Madison on behalf of the MATPB agrees to pay CARPC \$32,500 or 35% of the final project cost, whichever is greater. The City shall pay CARPC \$19,500 upon execution of a consulting agreement between CARPC and the consultant. The City shall pay the remaining balance upon completion of the project.

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: Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration 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: _____