

# Dane County Contract Cover Sheet

Revised 06/2021

Res 123  
significant

BAF # 24166  
Acct: Yundt  
Mgr: Kollenbroich  
Budget Y/N: N

Dept./Division	Human Services / BH Urgent		
Vendor Name	City of Sun Prairie	MUNIS #	1390
Brief Contract Title/Description	Interdepartmental governmental agreement between Dane & Sun Prairie for emergency crisis services.		
Contract Term	agreement signed date-12/31/25		
Contract Amount	\$ 200,000.00		

Contract # Admin will assign	15582
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Caitlin Stene
Phone #	608-242-6391	Phone #	608-825-1175
Email	dcdhscontracts@countyofdane.com	Email	cstene@cityofsunprairie.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		


MUNIS Req.	Req #	TBD	Org: 96464	Obj: 35501	Proj:	
			Org:	Obj:	Proj:	
	Year	2024	Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	123
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2024

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.08.20 20:01:15 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 8.20.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/30/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, August 30, 2024 4:52 PM  
**To:** Hicklin, Charles; Rogan, Megan; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #15582  
**Attachments:** 15582.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/3/2024 8:43 AM	Approve: 9/3/2024 8:47 AM
	Rogan, Megan	Read: 9/3/2024 9:27 AM	Approve: 9/3/2024 9:27 AM
	Cotillier, Joshua		Approve: 9/3/2024 7:50 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15582  
Department: Human Services  
Vendor: City of Sun Prairie  
Contract Description: IGA for expansion of CARES Emergency Crisis Services Program (Res 123)  
Contract Term: 9/1/24 – 12/31/25  
Contract Amount: \$200,000.00

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2024 RES-123

**AUTHORIZE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SUN PRAIRIE  
FOR EXPANSION OF THE CARES PROGRAM  
DCDHS – BEHAVIORAL HEALTH DIVISION**

The Dane County Department of Human Services (DCDHS) is awarding a grant to the City of Sun Prairie to expand the mobile crisis response provided through the Community Alternative Response Emergency Services (CARES) Program. CARES is a team that pairs a Madison Fire Department community paramedic with a crisis worker from Journey Mental Health Center. The team is dispatched by the 911 Center to calls within the Madison city limits that meet certain criteria. CARES responds to non-violent behavioral health related requests to 911 unless the caller is requesting law enforcement action. This grant will enable existing CARES teams to also be dispatched to the City of Sun Prairie.

The City of Sun Prairie was selected as the pilot municipality for CARES expansion as a result of a Solicitation of Interest issued by DCDHS this spring. Municipalities that were adjacent to the Madison City Limits were eligible to apply.

Under a separate agreement between the Cities of Sun Prairie and Madison, the City of Sun Prairie will pay the City of Madison a flat fee for each CARES response that occurs within the boundaries of City of Sun Prairie. The DCDHS grant funds will be used to offset up to 70% of the fees charged for each CARES response.

**NOW, THEREFORE, BE IT RESOLVED** that the following intergovernmental agreement be awarded and that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to make payments related to the execution of the agreement.

<u>Vendor</u>	<u>Amendment Amount</u>
City of Sun Prairie	\$200,000

# DANE COUNTY CONTRACT # 15582



# of Pages Including Schedules:	8
Expiration Date:	12/31/2025
Authority:	Res. # , 18-19
Department:	Human Services
Maximum Cost:	\$200,000
Registered Agent:	N/A
Registered Agent Address:	N/A

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and the City of Sun Prairie (hereafter, "CITY"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 1202 Northport Dr, Madison, WI 53704, desires to support the expansion of the CARES program to include new communities; and

**WHEREAS** CITY has entered into an agreement to pay the City of Madison for the provision of CARES responses within the CITY; and

**WHEREAS** CITY, whose address is 300 E Main St, Sun Prairie, WI 53590, is able and willing to maintain the terms of that agreement with the City of Madison;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CITY do agree as follows:

### I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. CITY shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of CITY to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

### II. SERVICES:

- A. CITY agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and CITY'S response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. CITY shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, CITY agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. CITY agrees to secure at CITY's own expense all personnel necessary to carry out CITY's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

CITY shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due CITY from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to CITY shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. CITY shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of CITY to fulfill any of its obligations under this Agreement in a timely manner, or violation by CITY of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to CITY.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by CITY of any State, Federal or local law, or failure by CITY to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by CITY to carry applicable licenses or certifications as required by law.
  - 3. failure of CITY to comply with reporting requirements contained herein.
  - 4. inability of CITY to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by CITY under this Agreement shall at the option of COUNTY become the property of COUNTY, and CITY shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY, and COUNTY may withhold any payments to CITY for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by CITY under this Agreement.

**VI. REPORTS:**

CITY agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of CITY to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. NO MUTUAL INDEMNIFICATION:**

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of CITY and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, CITY agrees not to discriminate on the basis 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). CITY agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

A. If CITY has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the CITY shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. CITY shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. CITY shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. CITYs who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If CITY submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of CITY'S Plan is sufficient.

- B. CITY agrees to comply with the COUNTY's civil rights compliance policies and procedures. CITY agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CITY. CITY agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CITY further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. CITY shall post the Equal Opportunity Policy, the name of CITY's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. CITY shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. CITY shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If CITY is a government entity having its own compliance plan, CITY'S plan shall govern CITY'S activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, CITY shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that CITY has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects CITY'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. CITY may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. CITY shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. MISCELLANEOUS:**

- A. Registered Agent. CITY warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of CITY's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. CITY shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and CITY's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or





privileges of any third party or parties, including but not limited to employees of either of the parties.

- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.



IN WITNESS WHEREOF, COUNTY and CITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR CITY:

DocuSigned by:  7B789CC77CCB7E3... Paul Esser, Mayor	8/13/2024 Date Signed
DocuSigned by:  1FA3DBF4956F45C... Elena Hilby, City Clerk	8/12/2024 Date Signed
DocuSigned by:  1E4F673D00A34F4... Caitlin Stene, Director of Administrative Services	8/8/2024 Date Signed
DocuSigned by:  1CC6DA4BBFED4B0... Kathleen McDaniel, City Attorney	8/12/2024 Date Signed
DocuSigned by:  B6527B0336DC403... Aaron Oppenheimer, City Administrator	8/13/2024 Date Signed

\* \* \*

FOR COUNTY:

Jaime Kuhn, Dane County Executive	Date Signed
Scott McDonell, Dane County Clerk	Date Signed

\* [print name and title, below signature line of any person signing this document]

# **SCHEDULE A**

## **Scope of Agreement**

### **1. Description and Purpose**

This project consists of financial support from the County of Dane ("COUNTY") to the City of Sun Prairie ("CITY") for expansion of the CARES program. The purpose is to increase the geographical availability of this response type.

Under a separate agreement between CITY and the City of Madison to be executed on or around August 2024, CITY will pay the City of Madison a flat fee for each CARES response that occurs within the boundaries of CITY's municipality. The purpose of this agreement is to establish a mechanism for designated COUNTY funds to offset a portion of that fee.

The details of how and when CARES is dispatched to CITY, the nature and scope of the services provided by CARES to individuals located within CITY, and the terms of payment are established in the agreement between CITY and the City of Madison. The terms of that agreement are fully incorporated herein by reference.

### **2. Reimbursement**

CITY may seek reimbursement from COUNTY for up to 70 percent of the actual amount paid by CITY to the City of Madison for CARES responses under the agreement between CITY and the City of Madison. To be eligible for reimbursement, the service shall be delivered, reported, and paid for consistent with the terms of the agreement between CITY and the City of Madison.

Reimbursement from COUNTY under this agreement shall be available to CITY for 12 months following initiation of CARES response to CITY. Thereafter, it is expected that CITY shall fully fund any continuation of CARES services under its agreement with the City of Madison.

### **3. Reporting**

CITY shall provide COUNTY with all reports and materials received from the City of Madison under the agreement between CITY and the City of Madison that are associated with the CARES responses for which CITY seeks reimbursement from COUNTY.

## **SCHEDULE B**

### **Pricing Structure and Payment**

#### **CITY OF SUN PRAIRIE**

1. Regarding method of payment for Emergency Crisis Services provided to the City of Sun Prairie by the City of Madison CARES program:

City of Sun Prairie shall invoice COUNTY, on a quarterly basis, for 70% of the amount paid to the City of Madison for Emergency Crisis Service responses.

In addition to COUNTY invoice, City of Sun Prairie shall send COUNTY a copy of the invoice paid to City of Madison as invoice support.

July 2024