

**AGREEMENT FOR THE PLACEMENT OF STAFF FOR THE
CRISIS RESPONSE TEAM**

Between the County of Dane and the City Of Madison

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as CITY), and the County of Dane, a quasi- municipal corporation in the State of Wisconsin (hereinafter referred to as COUNTY), (CITY and COUNTY hereinafter collectively referred to as PARTIES), is effective as of the date by which both PARTIES have signed hereunder.

WITNESSETH:

WHEREAS section 66.0301, Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, Chapter 51, Wisconsin Statutes, requires the COUNTY to provide services and staff for individuals experience mental health crisis; and,

WHEREAS COUNTY wishes to obtain reimbursement of its costs related to its placement of mental health crisis workers with the Crisis Response Team (CRT), CITY being willing to reimburse COUNTY for a percentage of costs, to the extent and in the manner set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the PARTIES herein contained, it is agreed as follows:

1. The PARTIES agree to provide for COUNTY reimbursement of part of COUNTY's expenses incurred in the placement of mental health crisis workers as outlined in Table A, incorporated herein as though fully stated, according to the percentage formulae set forth in said Table A. CITY agrees to pay COUNTY a prorated portion of each individual's salary as outlined in Table A, commencing on the date the individual begins work with the CRT.
2. It is understood that COUNTY may subcontract for the positions described in Table A. The PARTIES agree that the percentages to be paid by CITY are by reference to allowable costs. All costs of the positions, including benefits and insurance referenced in this Agreement shall be borne by COUNTY, subject to CITY reimbursement of allowable costs.
3. The PARTIES agree that at all times the persons placed with the CRT under contract with the COUNTY will not be employees of the CITY. Such personnel shall not be deemed to be employees of CITY nor shall they or any of them have or be deemed to have any direct contractual relationship with CITY.

4. Placement of staff with the CRT shall be and remain under the contractual control of COUNTY. CITY shall in no way be liable by reason of the performance of such work other than for reimbursement of allowable costs as provided in this Agreement.
5. Reimbursement, as outlined in Table A, shall be remitted by CITY to COUNTY within thirty (30) days of placement of contracted positions by COUNTY with the CRT.
6. COUNTY shall maintain records of its costs which shall be available for audit by CITY at any time during COUNTY's normal business hours.
7. This Agreement will continue for a period of five years and may be renewed upon written consent of the PARTIES for additional five-year periods.
8. Either party hereto may cancel this Agreement at any time by providing sixty days advance written notice.
9. Liability. 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 including 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.
10. Both PARTIES shall abide by their respective affirmative action policies and procedures during the term of this Agreement and any amendment, deletion, addition or modification of policies existing at the inception of this Agreement shall not be effective as against a party's obligations under this section unless approved by the other party in writing.
11. 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.
12. 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.
13. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the PARTIES by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the PARTIES hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, CITY and COUNTY have executed this Agreement effective as of the date when all PARTIES hereto have affixed their respective signatures.

FOR THE COUNTY OF DANE, WISCONSIN

Date: _____

Signed: _____
JOE PARISI, County Executive

Date: _____

Signed: _____
SCOTT McDONELL, County Clerk

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Table A
Staff Reimbursement Schedule

Number of Staff	Staff Title	Annualized Salary	City Share (%)	Total Reimbursable Salary*
4	Mental Health Crisis Worker	\$82,000/employee	100	\$328,000
1	Mental Health Crisis Supervisor	\$110,000	25	\$27,500

*As stated in clause 1 of this agreement, the CITY agrees to pay the COUNTY a prorated portion of each individual's salary as outlined in Table A, commencing on the date the individual begins work with the Crisis Response Team.