

EMERGENCY CRISIS SERVICES AGREEMENT
Between the City of Madison and the City of Sun Prairie

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Madison, a Wisconsin municipal corporation located in Dane County, Wisconsin (“Madison”) and the City of Sun Prairie, a municipal corporation located in Dane County, Wisconsin (“Sun Prairie”).

RECITALS

- A. Madison and Sun Prairie recognize the need to provide emergency crisis response services to the residents of Sun Prairie.
- B. “Emergency Crisis Services” are services provided by the City of Madison CARES Program.
- C. Madison and Sun Prairie are authorized by Wis. Stats. § 66.0301 to contract with each other for the receipt or furnishing of services.

AGREEMENT

In consideration of the mutual promises, covenants and agreements hereinafter set forth, Madison and the Sun Prairie make this intergovernmental agreement under Wis. Stat. § 66.0301 for the purposes described above and the benefit, health, safety and welfare of the public, and agree as follows:

- 1. Definitions. When used in this Agreement, the following terms shall have the following meanings:
 - A. *Fire Department*: Fire Department means the City of Madison Fire Department.
 - B. *Emergency Crisis Services*: Emergency Crisis Services means emergency response and non-emergency response for emergency crisis situations (which for purposes of this Agreement shall include emergency crisis transport), and other, similar emergency crisis response services provided by the Fire Department for emergency crisis responses at the same level of service and response as provided within Madison.
- 2. Effective Date and Term of this Agreement. This Agreement shall be effective beginning XXX, and, unless terminated sooner under provisions elsewhere in this Agreement, shall be in effect until XXX

3. Services to be provided by Madison to Sun Prairie.

A. *Emergency Crisis Services.* Madison shall provide Emergency Crisis Services to all persons and premises within the City Sun Prairie through the use of the MFD CARES Team.

4. Fees and Charges for City Services.

A. *Fee Schedule.* For Madison services to be provided under this Agreement, Sun Prairie shall pay Madison five hundred and thirty-one dollars (\$531) per response.

Sun Prairie's payments shall be paid in quarterly installments by XXX of the given year. Madison shall provide Sun Prairie with an invoice for each quarterly payment at least thirty (30) days before each quarterly payment is due. Payment shall be made to:

City Treasurer – City of Madison
210 Martin Luther King, Jr., Blvd
Room 107
Madison, WI 53703

If Sun Prairie does not pay by the due date, Madison shall provide Sun Prairie written notice of breach and ten (10) business days to cure. If Sun Prairie fails to cure by remitting full payment within 10 business days from the date of the notice, Madison may immediately terminate this Agreement or impose a late fee of one percent (1%) of the amount owed.

5. Operational Policy. Operational policy for providing Emergency Crisis Services under this Agreement shall be established by Madison, and Madison shall have the responsibility for implementation of all policies adopted.

6. Operational Personnel. The personnel providing Emergency Crisis Services under this Agreement shall be employees of Madison, and are not agents or employees of Sun Prairie. Madison shall be solely responsible for paying all wages, benefits, disability payments,

and pension and workers compensation claims for Madison employees providing services under this Agreement, and for damage to Madison equipment and clothing used in providing services under this Agreement.

7. Liability. Each party shall be responsible for the consequences of 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 be responsible only 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. Stats. § 893.80 or any other protections available to the parties by law.
8. Termination.
 - A. *Termination of Agreement*. Madison or Sun Prairie may terminate this Agreement by providing at least thirty (30) days of notice.
 - B. *Termination for Cause*: If either party shall commit a breach of, or fail to timely and properly fulfill any obligation under this Agreement, other than late payment as described in Section 4.A., the nonbreaching party shall provide the breaching party written notice thereof providing thirty (30) days from the date of receipt of the notice to cure. If the breach is not cured within the 30 days, the nonbreaching party retains all available rights at law and equity, including but not limited to the immediate termination of this Agreement and all rights of the breaching party, suit for damages, and specific performance. If due to the nature of the breach it cannot be cured within 30 days from the receipt of notice, then the breaching party shall be deemed to be complying with the notice to cure, if promptly upon receipt of such notice the breaching party takes steps to cure the breach as soon as reasonably possible and proceeds thereafter with due diligence to cure the breach within a period of time which, under all the circumstances, shall be reasonable.
 - C. This Agreement will terminate in the event that Madison no longer provides Emergency Crisis Services within the City.
9. Change in Law / Severability. If Section 3 or Section 4 of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable and there is no

further right to appeal such holding, or if there is a change in state or federal law that renders Section 3 or Section 4 illegal or otherwise unenforceable, this Agreement shall terminate. If any part, term, or provision of this Agreement other than Section 3 or Section 4 is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

10. Force Majeure. "Force Majeure" shall mean an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include a failure or interruption in the provision of services due to an act of God; war; sabotage; riot; insurrection; civil unrest or disturbance; explosion; earthquake; flood or other abnormal weather condition. An event of Force Majeure that prevents the City from providing Emergency Response Services shall excuse Madison from providing such service until the event of the Force Majeure no longer prevents the City from providing such service.
11. Conflict Resolution. Madison and Sun Prairie pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Sun Prairie or Madison Fire Department staff shall be addressed by a group consisting of the Mayor of the City, the Sun Prairie Mayor, the City of Madison Fire Chief, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 17.
12. Non-Discrimination. In the performance of work under this Agreement, Madison and Sun Prairie agree to not discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Madison and Sun Prairie further agree to not discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
13. Notices. All notices to be given shall be in writing and delivered by personal delivery or Certified United States mail, as follows:

To the City: Fire Chief, City of Madison
Madison Fire Department
314 W. Dayton Street
Madison WI 53703

with copy to: Madison City Attorney

Room 401
210 Martin Luther King Jr. Blvd
Madison WI 53703

To Sun Prairie: Director of Administrative Services
300 E Main Street
Sun Prairie, WI 53590

With copy to: Sun Prairie City
Attorney
300 E Main Street
Sun Prairie, WI
53590

Either party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other party.

14. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between Madison and Sun Prairie regarding Madison's provision of Emergency Crisis Services to Sun Prairie, and supersedes any prior discussions, agreements, or understandings, either written or oral.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of Madison or Sun Prairie shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Madison or Sun Prairie therein. A waiver of any covenant, term of condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.
17. No Third Party Beneficiaries. 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 person who is not a party hereto, including but not limited to employees of either party.

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- 18. Amendment / Modification. This Agreement may be amended or modified only by written amendment approved and executed by Madison and Sun Prairie.

- 19. Binding Effect / Assignment. The parties have entered into this Agreement under the authority of Wis. Stats. § 66.0301. Neither party may assign its obligations hereunder to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement shall be binding upon and inure to the benefit of both parties, as well as their respective heirs, successors and assigns.

- 20. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because of that party’s attorney drafted this Agreement or any part hereof.

- 21. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party’s respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

- 22. Counterparts. The Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers as of the date when all parties hereto have affixed their respective signatures.

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

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Eric Veum, Risk Manager

Date

Approved as to Form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES __-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2024

FOR THE CITY OF SUN PRAIRIE:

DocuSigned by:
Paul Esser
7BA89CC77CC84E3...
Paul Esser, Mayor

8/12/2024
Date

DocuSigned by:
Elena Hilby
1FA3DBF4956F45C...
Elena Hilby, City Clerk

8/12/2024
Date

Approved as to Form:

DocuSigned by:
Kathleen McDaniel
1CC6DA4BEFED4B0...
Kathleen McDaniel, City Attorney

8/12/2024
Date

Execution of this Agreement by Sun Prairie is authorized by a resolution, adopted by the City of Sun Prairie on August 8, 2024.