

INTERGOVERNMENTAL FUNDING AGREEMENT BETWEEN THE CITY OF MADISON AND DANE COUNTY FOR THE BEACON DAY RESOURCE CENTER

This intergovernmental agreement (“AGREEMENT”) is made by and between the City of Madison, a Wisconsin municipal corporation (“CITY”) and the County of Dane, a Wisconsin quasi-municipal corporation (“COUNTY”), pursuant to Wis. Stat. § 66.0301. Execution of this AGREEMENT by CITY is authorized by the 2025 Executive Operating Budget, File I.D. No. 85264, adopted by the Common Council of the City of Madison on November 12, 2024.

The Beacon Day Resource Center (“the Beacon”) operations are supported in part through financial support from the COUNTY and the CITY. COUNTY has entered into a Purchase of Services Contract #87496 (“POS CONTRACT”) with Catholic Charities, Inc., Diocese of Madison (“PROVIDER”) for operations of the Beacon. Under POS CONTRACT, PROVIDER provides services to households experiencing homelessness with COUNTY providing contract administrative services.

I. Payment.

So long as PROVIDER is determined by COUNTY to be in compliance with the terms of POS CONTRACT:

- A. CITY will contribute up to Two hundred thousand dollars (\$200,000) to COUNTY for services provided in the POS Contract, Program #8140-Day Resource Center with PROVIDER, as approved in each annual budget by the Common Council of the City of Madison.
- B. COUNTY will disburse funds to PROVIDER pursuant to the schedule provided through POS CONTRACT.

II. Termination. This AGREEMENT may be terminated only as follows:

- A. If any party breaches this AGREEMENT, the party may notify the other in writing outlining the details of such breach, and requesting a remedy. If the breach is not remedied by the defaulting party within thirty (30) days from the date of written notification to remedy the breach, or, if the breach cannot reasonably be remedied within thirty (30) days, or, if substantial steps to commence a cure are not initiated within such thirty (30) day period, then a party may, in addition to all of its other rights or remedies, immediately terminate this AGREEMENT.
- B. At any time, by mutual agreement of the parties.

III. 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.

- IV. Notices.** All notices to be given under the terms of this AGREEMENT shall be signed by the person sending the same, may be delivered by email to an officer or duly authorized representative of the other party, or may be sent by United States Postal Service or a nationally recognized overnight carrier, to the address of the parties specified below

For COUNTY:

Casey Becker
Dane Co Job Center Attn: HAA- Casey Becker
1819 Aberg Avenue
Madison, WI 53704

For CITY:

Jim O'Keefe
Community Development Division Madison Municipal Building, Suite 300
215 Martin Luther King, Jr. Blvd Madison, WI 53703

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

- V. NonDiscrimination.** In the performance of its obligations under this AGREEMENT, both parties agree not to discriminate because of race, religion, marital status, age, color, sex, disability, 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. Both parties further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this AGREEMENT because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

VI. Miscellaneous.

- A. No Waiver.** In no event shall the making of any payment or acceptance of any service

required by this AGREEMENT constitute or be construed as a waiver by either party of any breach of the covenants of this AGREEMENT or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.

- B. Assignment.** Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.
- C. Choice of Law.** 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.
- D. Severability.** The various provisions of this AGREEMENT are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this AGREEMENT and the same shall continue in effect unless modified by the parties.
- E. No Third Party Rights.** This is an AGREEMENT between the parties, and nothing herein creates any rights in a third person.

FOR CITY

Satya Rhodes-Conway
City of Madison, Mayor

Date

Michael Haas
City of Madison, Acting City Clerk

Date

FOR COUNTY:

Melissa Agard

Dane County, County Executive

Date

Scott McDonell

Dane County, Clerk

Date