

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MADISON AND
THE COUNTY OF DANE FOR THE OPERATION OF
A MEN’S HOMELESS SHELTER**

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.

WITNESSETH

WHEREAS, Wis. Stat. § 66.0301 authorizes municipalities to contract with each other in order to work cooperatively in the joint exercise of their respective powers, and for the receipt and furnishing of services;

WHEREAS, the City and the County agree that it is in the public interest to combine their respective efforts to reduce homelessness in Madison, and other areas of Dane County in order to improve efficiency and continued success of the services they provide, and;

WHEREAS, this shared interest led the City and the County to collaborate on the establishment of a purpose-built homeless shelter located at 1904 Bartillon Drive (the “Shelter”) to serve homeless single men in the Dane County area, and the City and County continue to explore ways to ensure the Shelter’s long-term success;

WHEREAS, the City and the County mutually desire to fund the operation of the Shelter, and;

WHEREAS, the conditions of this Agreement govern funding, funding reimbursement, fiscal and programmatic reporting, and related policies and procedures related to the operation of the Shelter”, and not its physical plant, and;

WHEREAS, this Agreement shall be subject to the approval of the Dane County Board of Supervisors and the Madison Common Council:

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, the parties hereto do agree as follows:

- I. Purpose.** The parties agree to contribute to the operational costs of the Shelter, a year-round facility that shall provide certain services for homeless men. The Shelter will serve as the primary venue for shelter services for homeless men in the Dane County area.
- II. Location of services.** The Shelter shall provide services in a City-owned facility located at 1904 Bartillon Dr. in the City of Madison, Wisconsin.

III. Effective Date and Term. This Agreement shall become effective on the date of last signature (“Effective Date”) and shall remain in effect until December 31, 2026, unless earlier terminated as provided herein.

IV. Documentation and Cost-Sharing. As specified in Appendix B, City agrees to document all costs incurred in providing Shelter services in sufficient detail so that the County can determine the nature and reasonableness of such costs. The County, upon the verification of monthly expenses, shall reimburse the City. The total amount of reimbursement shall not exceed \$1,078,681 in 2026 (“County Contribution”) for costs associated with the operation of the Shelter, including supportive services such as case management to Shelter guests (“Services”). The City shall invoice the County monthly for the County share of such expenses pursuant to County financial report expense requirements outlined in Appendix B.

City acknowledges that the County Contribution is not intended to fund the entirety of the costs associated with Services. In the event the City exhausts the County Contribution before the end of the Term, the City agrees that it shall remain responsible for ensuring that Services are provided to Shelter guests every day of the week, including holidays, by its contracted providers.

V. Shelter Operator. City agrees to notify County when the selection of a service provider (“Operator”) is finalized.

VI. Scope of Services and Policies. City and County agree to work collaboratively to determine the scope of services for the Shelter. Proposed policies and procedures related to Shelter services and operations will be provided by City to County prior to the execution of City’s contract with the Operator. City agrees that those policies set forth in Section X of this Agreement shall be included in Operator’s proposed policies and procedures. County shall review the proposed policies and procedures to determine whether to provide its written approval. Such approval shall not be unreasonably withheld.

Substantive Shelter policy changes will not be made without prior mutual agreement between City and County. Substantive policy changes include:

- i. Limits on Shelter use,
- ii. Establishing priorities and/or preferences for filling open shelter beds,
- iii. Days and hours of operation,
- iv. Services provided on-site at Shelter, and
- v. Policies related to grievance, complaint, and/or service termination and suspension.

VII. Decision Making Authority. City shall cooperate with the County to ensure a mutually acceptable level of Shelter services for guests and agrees to the additional conditions outlined in Appendix A. City shall take all reasonable and necessary

actions to ensure the Operator enforces those terms and conditions of the Agreement where applicable, as well as the terms outlined in Dane County Ordinance section , 30.04. City shall provide regular and ongoing communication to County regarding the administration of this Agreement and issues related to the Shelter as set forth in in Appendix A.

VIII. Ongoing Communication and Collaboration. Designated City and County staff will communicate at a minimum quarterly regarding the Shelter and Operator, including sharing program performance data, financial reports, and other information of interest and relevance to operation of the Shelter as requested by County on the schedule as outlined in Appendix C. City and County logos will be included in official promotions, statements, and other items related to publicizing the Shelter. City and County agree to provide copies of communications regarding the Shelter or related issues that are distributed to the media or public.

IX. Reporting. City agrees to the reporting requirements set forth in Appendix C.

X. Terms Material to This Agreement. City and County agree that the following terms are material to this agreement:

A. City shall ensure that Shelter incorporates the following policy for Shelter stay duration: If a Shelter guest is unable to secure housing within a timeframe agreed upon by City and County, they will not automatically lose their bed. However, at that time, case management requirements will increase, and active engagement in case management will be mandatory for that guest to continue their Shelter stay, pursuant to applicable Shelter program policies.

B. City shall ensure Shelter incorporates a policy for Shelter guest referrals to open beds that prioritizes the most vulnerable guests known to our community awaiting Shelter access. Markers used to assess vulnerability may include, but are not limited to, returns to Shelter from hospitalization, actively living in an unsheltered location or place not meant for human habitation, being age 65+, and/or meeting medical vulnerability criteria.

XI. Termination. This Agreement may be terminated only as follows:

A. If any party breaches this Agreement, the non-breaching 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, 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.

- C. Upon termination, City shall be entitled to submit reimbursement requests for the allowable and documented costs incurred prior to the effective date of termination. County shall have no obligation to reimburse any costs incurred after the effective date of termination, except as expressly authorized in writing by County.

XII. 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.

XIII. 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 Slaughter Becker
Division Administrator
Housing Access and Affordability Division
Dane Co Job Center Attn: HAA- Casey Becker
1819 Aberg Avenue
Madison, WI 53704

For CITY:

Jim O'Keefe
Director
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.

XIV. Non Discrimination. 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.

XV. 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. Entire Agreements and Amendments. 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 by any fashion except in writing, executed by the parties.

E. 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.

F. No Third Party Rights. This is an Agreement between the parties, and nothing herein creates any rights in a third person.

- G. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
- H. **Counterparts and Transmittal of Signatures.** This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement 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 Agreement 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 Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or agents, duly authorized, as of the date across from the Parties signature.

CITY OF MADISON, a Wisconsin municipal corporation

By: _____ Date: _____
Name: Satya Rhodes-Conway
Title: Mayor

By: _____ Date: _____
Name: Lydia McComas
Title: City Clerk

Approved:

Approved:

David Schmiedicke, Finance Director Date

Eric Veum, Risk Manager Date

Approved as to form:

Michael Haas, City Attorney Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. _____, File I.D. No. [____], adopted by the Common Council of the City of Madison on [____], 2026.

FOR COUNTY

Melissa Agard, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

APPENDIX A

City shall:

1. Not utilize County's funds for any purpose other than support of the Shelter.
2. Proactively involve designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA) in discussions that could result in major program or policy updates, contract changes, or other notable system impacts regarding the administration of The Shelter operations.
3. Proactively involve designated staff from DCDHS HAA in any monitoring/programmatic auditing of The Shelter or The Operator to be conducted by The City.
4. Meet regularly with designated staff from the DCDHS HAA Division to discuss areas of mutual interest related to The Shelter including but not limited to community relations, safety, service provision, shelter guest experience, etc.

APPENDIX B

1. Regarding method of payment:
 - A. Within 90 days of the execution of this Agreement, City shall submit a program Budget and Personnel Schedule in a format provided by The County outlining expenses that will be reimbursed to The County.
 - B. City shall follow the rules for allowable expenses as outlined by the 2026 Dane County Department of Human Services Budget and Personnel Schedule form.
 - C. Reimbursement requests from City will be supported with required monthly expense reports. Monthly expense reports shall be submitted by the 25th of the following month to the designated County contract manager.
 - D. Program costs should be managed and incrementally billed in proportion to the full term of the Agreement to ensure revenue received by City coincides with the Agreement period. Regardless, City is required to ensure its Operator performs contracted service delivery for the full term of the contract. However, in the event the costs of Shelter Services exceed budgeted amounts, nothing in this Agreement obligates the City to provide funds more than the authorized City Contribution to maintain those Services.
 - E. Payments made to City will be made in an amount not to exceed actual allowable costs incurred for the monthly expense report period. Under no circumstances will the total contract payment exceed the authorized County Contribution.

APPENDIX C

City agrees:

1. To provide quarterly, copies of Operator's performance reports that are required under any agreement between the City and the Operator, including but not limited to any metrics required under the Consolidated Annual Performance Evaluation Report (CAPER).
2. At conclusion of the monitoring process, to provide copies of any monitoring findings/resolutions the City requires The Operator to provide as a condition of their contract.
3. To provide a summary of any programmatic contract violations by The Operator on a quarterly basis.
4. To immediately provide information regarding substantial contract violations as soon as practical after City's knowledge of such violations.