

Dane County Contract Cover Sheet

Revised 07/2023

Res 028
significant

BAF # 24136
Acct: Seitz
Mgr: Becker
Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	Intergovernmental agreement between Dane County and the City of Madison for an emergency shelter for adult men		
Contract Term	through 12/31/2036		
Contract Amount	\$ 10,500,000.00		

Contract # Admin will assign	15498
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	Jim O'Keefe
Phone #	608-242-6391	Phone #	608-266-6520
Email	dcdhscontracts@countyofdane.com	Email	jokeefe@cityofmadison.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	


MUNIS Req.	Req # 1919	Org: CPADMIN	Obj: 57812	Proj:	\$10,500,000.00
	Year 2024	Org:	Obj:	Proj:	
		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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	028
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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: 2024.05.20 14:53:45 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 5.20.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/20/24	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 21, 2024 8:15 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15498
Attachments: 15498.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/21/2024 10:58 AM	Approve: 5/21/2024 10:58 AM
	Rogan, Megan	Read: 5/21/2024 8:25 AM	Approve: 5/21/2024 8:27 AM
	Cotillier, Joshua		Approve: 5/21/2024 10:27 AM
	Oby, Joe		

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

I will be entering the requisition for this shortly.

Contract #15498
Department: Human Services
Vendor: City of Madison
Contract Description: IGA for an emergency shelter for men (Res 028)
Contract Term: 6/1/24 – 12/31/2036
Contract Amount: \$10,500,000.00

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 – 028

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND THE CITY OF MADISON FOR AN EMERGENCY SHELTER FOR ADULT MEN
DCDHS – HAA DIVISION**

Dane County frequently partners with The City of Madison in a number of areas to prevent and end homelessness. One of those areas is in supporting the emergency shelter system, a critical safety net for people experiencing homelessness.

Prior to the pandemic, shelter for men was provided for many years out of three smaller, separate spaces through key partnerships with several downtown Madison churches. Due to the pandemic, the men’s shelter was relocated, and has operated out of a larger temporary space – first at the Warner Park Community Center, then at the City of Madison’s First Street Fleet Building, and today at a site on Zeier Rd. on Madison’s East Side.

The COVID-19 pandemic, and the lessons learned from the pandemic response, accelerated ongoing community conversations regarding the need for purpose-built shelters, including a new emergency overnight shelter for adult men that will help connect our neighbors in need to permanent housing and other resources.

Dane County has allocated a total of \$10.5 million in capital funds over several budgets to support development of a new permanent shelter for men. The City of Madison has budgeted \$14 million in funding through various local and federal sources for the new shelter, and has taken the lead on processes related to acquiring a suitable property and constructing the facility.

An intergovernmental agreement between Dane County and the City of Madison is needed to enable the County to support the City’s efforts with its capital funds in the event a new shelter development passes all required acquisition, zoning, and approvals processes needed to complete construction and open for operations. The new shelter has been moving through necessary City of Madison approvals. A bid process to identify a contractor to construct the facility at 1918 Bartillon Dr. in the City of Madison is underway. The project is currently anticipated to be complete and open to guests by Q4 of 2025.

Intergovernmental agreements are allowed pursuant to Wisconsin Statute §66.0301, authorizing 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.

NOW, THEREFORE, BE IT RESOLVED that Dane County approves an intergovernmental agreement with the City of Madison for the purposes of supporting the development of a new emergency shelter for men with up to \$10.5 million in capital funds; and

BE IT FINALLY RESOLVED that the County Executive and the County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Dane County Controller’s Office is authorized to issue payments pursuant to the agreement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MADISON AND
THE COUNTY OF DANE FOR THE ESTABLISHMENT 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 of the services they provide, and;

WHEREAS, the COVID-19 pandemic has helped expose the inadequacies of spaces in Madison and Dane County that have long been used to provide overnight shelter services to homeless men, and;

WHEREAS, the City and the County mutually desire to establish and support improved homeless shelter services to meet the needs of homeless single men in the Dane County area, and;

WHEREAS, subject to the approval of the Dane County Board of Supervisors and the Madison Common Council the Parties agree to the following Agreement:

- I. **Purpose.** The parties agree to work together in order to bring about the establishment of a permanent, year-round facility to provide shelter services for homeless men (“Shelter”). The Shelter will serve as the primary venue for overnight shelter services for homeless men.
- II. **Cost-Sharing.** The County agrees to provide up to Ten and a Half Million Dollars (\$10,500,000) toward the acquisition of property and construction of a Shelter facility. The County, upon the verification of expenses, shall reimburse the City for the cost of property acquisition and construction of the Shelter up to a maximum reimbursement of \$10,500,000. City shall invoice the County quarterly for the County share of such expenses.
- III. **Acquisition & Ownership.** City shall be responsible for selecting a property and constructing a facility that is capable of providing a permanent shelter for approximately 250 persons, who would otherwise be homeless (“Shelter”). City shall

be the sole owner of the Shelter. City agrees that if such property and facility is not operated as a Shelter for ten (10) years beginning on January 1, 2026, or upon the opening of the Shelter, whichever is sooner, it shall refund the County's share of expenses under Section II.

- IV. Shelter Maintenance.** The City will be responsible for all maintenance.
- V. Scope of Services and Operator.** City and County agree to work collaboratively to determine the scope of services for the Shelter, and on the selection of a service provider ("Operator"). After Operator is selected, but only if the County contributes to Future Operating Expenses under Section VII, both parties shall mutually approve any modifications to the scope of services in writing.
- VI. Future Operating Costs.** The City and County agree to work collaboratively to determine the appropriate level of financial contribution to the Shelter, and to communicate to community stakeholders regarding anticipated program costs. The City and County also agree that funding outside of government sources will be needed to support the Shelter
- VII. Decision Making Authority.** The City shall endeavor to cooperate with the County to ensure a mutually acceptable Shelter fulfilling the purpose of this Agreement. Notwithstanding the foregoing, the City shall have final decision making authority for all actions required of it under the Agreement.
- VIII. 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.
- IX. 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.

- X. 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 & Affordability
City-County Building, Room 419
210 Martin Luther King, Jr. Blvd
Madison, WI 53703

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.

- XI. 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.

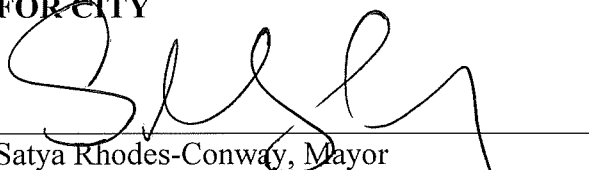
XII. Miscellaneous

- 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

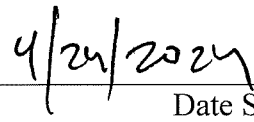
party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice 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.

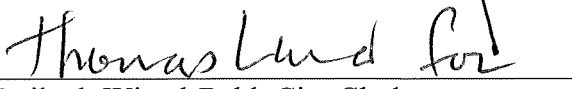
~~FOR CITY~~



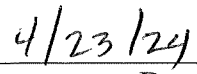
Satya Rhodes-Conway, Mayor



Date Signed



Maribeth Witzel-Behl, City Clerk



Date Signed

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-00295, File I.D. No. 70582, adopted by the Common Council of the City of Madison on April 19, 2022.

FOR COUNTY

Dane County Executive

Date Signed

(Printed Name)

Scott McDonell, Dane County Clerk

Date Signed