

FOURTH ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MADISON AND DANE COUNTY FOR THE SALE OF SPACE IN THE CITY-COUNTY BUILDING

THIS FOURTH ADDENDUM, entered into by and between the City of Madison (hereinafter “CITY”) and Dane County (hereinafter, “COUNTY”), is effective as of the date by which both parties have signed hereunder.

WHEREAS, on February 8, 1955, CITY and COUNTY (the “Parties”) entered into the “Amended Agreement Between the City of Madison and Dane County for the Construction and Maintenance of a Joint City-County Building” (the “1955 Agreement”) pursuant to which the Parties have provided for the joint ownership and operation of the City of Madison City Hall and the Dane County Courthouse (“the City-County Building”); and,

WHEREAS, in December 2005, the Parties entered into the “Amended Agreement Between the City of Madison and Dane County for the Operation and Maintenance of a Joint City-County Building” (the “Master Agreement”) to update the 1955 Agreement relating to the ownership and operation of the City-County Building; and,

WHEREAS, the Parties have entered into three addendums to the Master Agreement regarding sales of space in the City-County Building, the most recent agreement, the “Third Addendum to Agreement Between the City of Madison and Dane County for the Sale of Space in the City-County Building” (the “Third Addendum”), being entered into by the Parties on November 3, 2009; and,

WHEREAS, the Parties now wish to enter into this “Fourth Addendum to Agreement Between the City of Madison and Dane County for the Sale of Space in the City-County Building” (“Fourth Addendum”) to provide for the sale of Room GR-12 in the City-County Building from the County to the City and a corresponding update of the City-County Building Space Allocation table.

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement as previously amended shall be further updated and amended by this Fourth Addendum. The Master Agreement is attached hereto as Exhibit 1, and the Third Addendum is attached hereto as Exhibit 2.
2. Effective upon the execution of this Fourth Addendum, COUNTY agrees to sell property in the City-County Building described in Schedule A, which is attached hereto and incorporated herein by reference, to the CITY for \$100,800 (ONE HUNDRED THOUSAND EIGHT HUNDRED DOLLARS), payable in one installment within thirty days of the execution of this Fourth Addendum.

3. The price indicated herein is for this transaction only and does not reflect or establish the cost per square foot for space in the City-County Building for, or in, any future transactions.
4. CITY shall pay any and all costs associated with remodeling the space referred to in Schedule A. The CITY shall coordinate remodeling activities with the COUNTY's Facilities Management Division.
5. The Updated City-County Building Space Allocation table attached as Exhibit 5 to the Third Addendum is hereby replaced with the Updated City-County Building Space Allocation Table (Fourth Addendum), attached hereto as Attachment A. Effective upon the execution of this Fourth Addendum, the proportionate cost of operation, maintenance and repair of the building and grounds shall be: 40.1% to be paid by CITY, and 59.9% to be paid by COUNTY.
6. The entire agreement of the Parties is contained herein and this Fourth Addendum, together with the updated and amended Master Agreement and previous Addendum, Second Addendum and Third Addendum thereto, supersede any and all prior written or oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Fourth Addendum and the Master Agreement and previous Addendum, Second Addendum and Third Addendum thereto shall not be amended in any fashion except in writing, executed by both Parties.
7. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, including its attachments and exhibits, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR THE COUNTY:

Date Signed: _____
Joe Parisi, Dane County Executive

Date Signed: _____
Karen Peters, Dane County Clerk

FOR THE CITY:

Date Signed: _____
Paul R. Soglin, City of Madison Mayor

Date Signed: _____
Maribeth Witzel-Behl, City of Madison Clerk

Countersigned: _____ Approved as to Form:

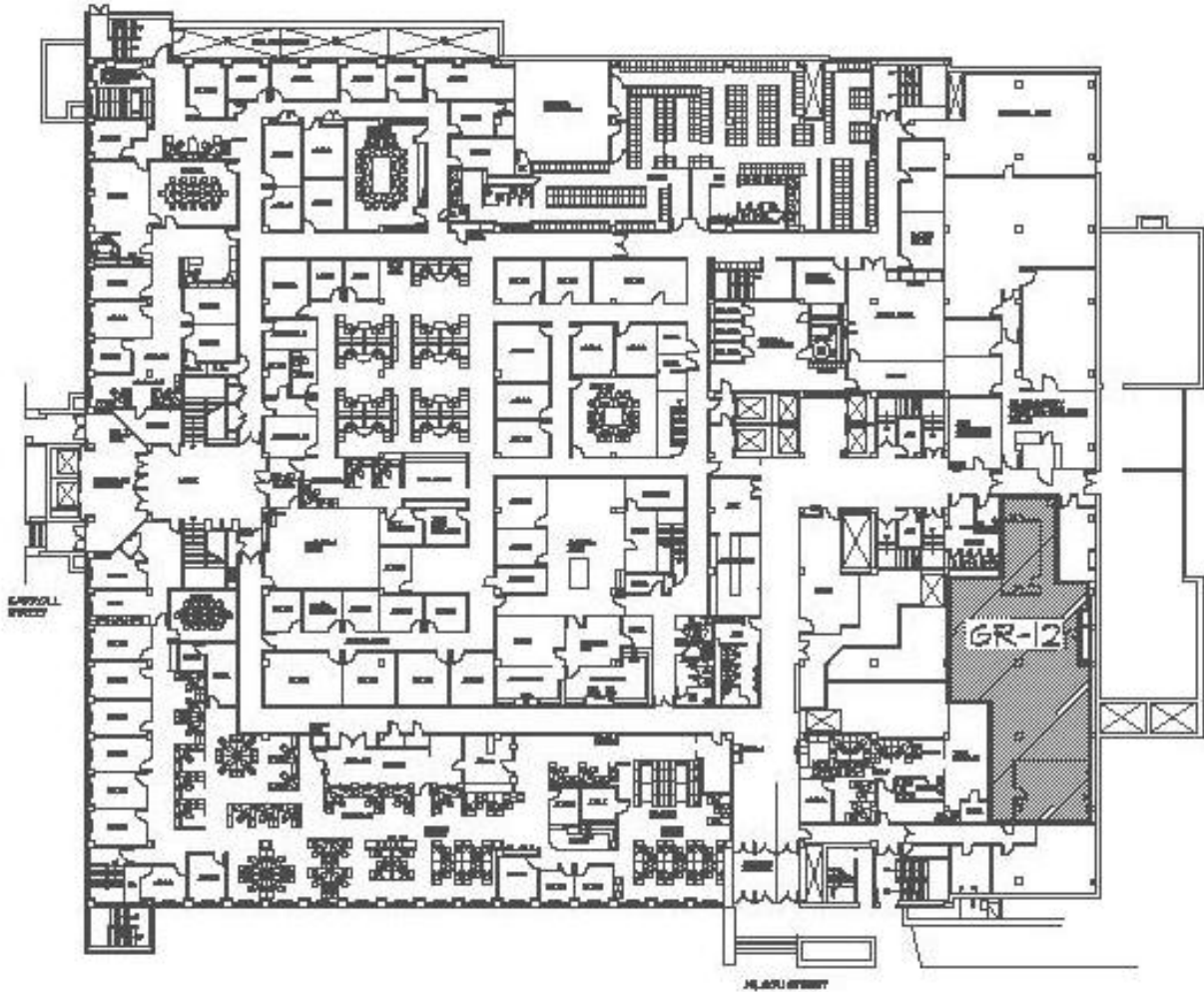
City Finance Director

Michael P. May, City Attorney

SCHEDULE A

Description of Space Sale in City-County Building by Dane County to City of Madison:

Ground Floor: City to purchase 2,520 square feet
GR-12



GROUND FLOOR PLAN
CITY-COUNTY BUILDING

ATTACHMENT A

**Updated City-County Building Space Allocation Table
(Fourth Addendum)**

| | City | County | Common | Total |
|-------------------------|----------------|----------------|---------|---------|
| Garage | 8,024 | 6,098 | 52,252 | 66,374 |
| Ground | 41,427 | 2,930 | 16,818 | 61,175 |
| 1st Floor | 26,303 | 26,236 | 13,521 | 66,060 |
| 2nd Floor | 2,707 | 40,274 | 15,882 | 58,863 |
| 3rd Floor | - | 32,785 | 9,409 | 42,194 |
| 4th Floor | 17,567 | 15,104 | 9,583 | 42,254 |
| 5th Floor | 26,849 | 6,767 | 8,879 | 42,495 |
| 6th Floor | - | 42,000 | - | 42,000 |
| 7th Floor | - | 42,000 | - | 42,000 |
| Total | 122,877 | 214,194 | 126,344 | 463,415 |
| Common Area Allocation | 63,172 | 63,172 | | |
| Total Allocation | 186,049 | 277,366 | | |
| % of Total Space | 40.1% | 59.9% | | |

**AMENDED AGREEMENT
between
THE CITY OF MADISON AND DANE COUNTY
for the
OPERATION AND MAINTENANCE
OF A JOINT CITY-COUNTY BUILDING**

Building and Operation Agreement

[as of December ____, 2005]

KNOW ALL MEN BY THESE PRESENTS, That the City of Madison, and the County of Dane, both in the State of Wisconsin, pursuant to authority granted under 66.0301 and 66.0913 of the Wisconsin Statutes do hereby agree as follows:

(1) That in 1948 through 1955, both of the contracting parties did agree to construct, maintain, and operate a City Hall and County Courthouse as a joint building, and that hereafter in this Agreement the City of Madison will be referred to as the "City" and the County of Dane as the "County", and the joint building as the "Building".

Location

(2) This Building is located on the block in the City of Madison, Dane County, Wisconsin surrounded by Martin Luther King, Jr. Boulevard, West Doty Street, South Carroll Street and West Wilson Street.

Land

(3) It is understood that the City now owns approximately one-half of the block above described and the County owns the balance of the said block.

(4) That the land is to be held as tenants-in-common and the ownership of the land and Building is to be held in the same proportion as the costs of construction are

Exhibit 1

shared and more particularly described below. Each of the parties hereto agree to execute such instruments to place such title as in the form herein described.

Management of the Building

(5) The Building shall be managed by a City-County Liaison Committee composed of not more than 3 members each from the governing bodies of the City and the County, and in addition the mayor, or the mayor's designee, and the county executive or the county executive's designee. The Liaison Committee shall be responsible for policy considerations regarding management of the Building.

(6) The costs of alteration, improvements, or future construction shall be borne and paid for by the party making the same in the space allocated to it; except that where there is joint use of the space or facilities, such costs shall be on a 50-50 basis. Cost of alteration in the Common Area, as shown on the attached table marked Exhibit A, shall be shared on basis of 60.9% for the County and 39.1% for the City. All alterations, improvements or new construction in either the City or County areas of the Building shall first be approved by the City-County Liaison Committee

(7) The cost of operation, maintenance and repairs of both exterior and interior shall be paid for by the County and the City on the basis and in proportion to the square-foot area in the Building which is in actual use by each party, as shown on the attached table marked Exhibit A, effective January 1, 2007. In determining such proportion, the Common Area used by the public, such as corridors, restrooms, elevators, and the space which is used jointly for which no division or allocation has been made, the same shall be assigned one-half to each party. In case either party

Exhibit 1

shall sublease any of the space allocated to it, such space shall be charged to the lessor.

(8) The term "maintenance" referred to above shall include the payment of all utilities such as electricity, water, sewer, heating, and telephone. The listing of these utilities shall not be construed to exclude others.

(9) The City-County Liaison Committee shall establish such formula for payment of maintenance and repairs once a year on September 1st, to be effective for the ensuing year.

(10) The County shall be the fiscal agent for the parties and shall make payment for such maintenance and repairs and bill the City for such charges monthly.

(11) That all Building operating and maintenance personnel shall be employees of the County and shall be under the direction of the City-County Liaison Committee.

(12) That all furniture, fixtures and equipment not a part of the general contract be paid for by the party for whose use it is intended, with the exception of the jail fixtures and equipment. The jail and jail equipment and fixtures shall be owned by the County and all said equipment and fixtures and the jail architectural fees shall be paid for by the county.

(13) Entire Agreement. The entire agreement of the parties is contained in this Amended Agreement, together with the Addendum hereto of even date, which supercede any and all prior oral and written agreements and negotiations between the parties relating to the subject matter hereon. The parties expressly agree that this

Exhibit 1

Amended Agreement and the Addendum shall not be amended in any fashion except in writing, executed by both parties.

(14) Notices. All notices and communications regarding this Agreement shall be given in writing and considered given upon receipt to the party or person intended as follows:

To the City: City of Madison
 Attn: Mayor
 Room 403, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

To the County: County of Dane
 Attn: County Executive
 Room 421, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703

(15) Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant 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, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, Kathleen Falk, County Executive, and Robert Ohlsen, County Clerk, both in behalf of the County of Dane, and David J. Cieslewicz, Mayor of the City of Madison, and Ray Fisher, City Clerk, both in

behalf of the City of Madison, have hereunto set their hands and seals this ___ day of
December, 2005, A.D.

IN THE PRESENCE OF:

COUNTY OF DANE

Gina Hill

By Kathleen Falk
Kathleen Falk, County Executive

Renee Andres

Robert Ohlsen
Robert Ohlsen, County Clerk

CITY OF MADISON

By David J. Cieslewicz
David J. Cieslewicz, Mayor

Dean Brassier

Ray Fisher
Ray Fisher, City Clerk

Countersigned:

Approved as to Form:

Dean Brassier for
Dean Brassier, City Comptroller

Michael P. May
Michael P. May, City Attorney

EXHIBIT A

City-County Building Space Allocation

| | <u>City</u> | <u>County</u> | <u>Common</u> | <u>Total</u> |
|-----------------------------------|----------------|----------------|------------------|----------------|
| Garage | 8,024 | 6,098 | 52,252 | 66,374 |
| Ground | 37,822 | 6,535 | 16,818 | 61,175 |
| 1st Floor | 25,170 | 27,369 | 13,521 | 66,060 |
| 2nd Floor | 2,707 | 40,274 | 15,882 | 58,863 |
| 3rd Floor | - | 32,785 | 9,409 | 42,194 |
| 4th Floor | 17,567 | 15,104 | 9,583 | 42,254 |
| 5th Floor | 26,849 | 6,767 | 8,879 | 42,495 |
| 6th Floor | - | 42,000 | - | 42,000 |
| 7th Floor | - | 42,000 | - | 42,000 |
| | <u>118,139</u> | <u>218,932</u> | <u>126,344</u> | <u>463,415</u> |
| Common Area Allocated 50/50 | <u>63,172</u> | <u>63,172</u> | <u>(126,344)</u> | |
| Total Allocation | <u>181,311</u> | <u>282,104</u> | <u>-</u> | <u>463,415</u> |
| % of Total | <u>39.1%</u> | <u>60.9%</u> | | <u>100.0%</u> |

**THIRD ADDENDUM TO AGREEMENT
BETWEEN
THE CITY OF MADISON AND DANE COUNTY
FOR THE SALE OF SPACE IN THE
CITY-COUNTY BUILDING**

THIS THIRD ADDENDUM, entered into by and between the City of Madison (hereinafter "CITY") and Dane County (hereinafter, "COUNTY"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, CITY and COUNTY have, by a separate document dated February 8, 1955, (hereinafter, the "Master Agreement") and amendments thereto, entered into a contractual relationship pursuant to which the parties have provided for ownership and operation of the City of Madison City Hall and the Dane County Courthouse ("the City-County Building"); and

WHEREAS, CITY and COUNTY wish to amend the Master Agreement to provide for the sale by COUNTY to CITY and by CITY to COUNTY of parts of the City-County Building as set forth herein;

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement as previously amended shall be further updated and amended by this Addendum except for those changes expressly set forth herein. The updated and amended Master Agreement [as of December, 2005] is attached hereto as Exhibit 1.
2. The Addendum to Agreement [effective March 2, 2006] is attached hereto as Exhibit 2.
3. The Second Addendum to Agreement [effective October 1, 2008] is attached hereto as Exhibit 3.
4. Effective upon the execution of this agreement, COUNTY and CITY agree to sell property in the City-County Building to each other as described in Schedule A, and tentatively depicted on Exhibit 4 (a map of the First floor of the City-County Building), which are attached hereto and incorporated herein by reference. The effective dates of these transfers are noted in Schedule A, and may be modified upon written agreement by the parties.

5. CITY agrees to pay COUNTY \$242,440 (TWO HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED FORTY AND 00/100 DOLLARS) for the property set forth in Schedule A.
6. COUNTY agrees to pay CITY \$180,125 (ONE HUNDRED EIGHTY THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS) for the property set forth in Schedule A.
7. COUNTY agrees to credit CITY \$50,000 (FIFTY THOUSAND DOLLARS) towards the purchase prices of the property set forth in Schedule A for the recent remodeling done to that portion of Suite 108 being sold to COUNTY.
8. CITY agrees to pay the balance of \$12,315 to COUNTY by April 1, 2010.
9. The price indicated herein is for this transaction only and does not reflect or establish the cost per square foot for space in the City-County Building for, or in, any future transactions.
10. CITY and COUNTY shall pay any and all costs associated with remodeling the space referred to in Schedule A, except as already noted by the credit from COUNTY to CITY for Suite 108. CITY and COUNTY shall coordinate remodeling activities with the COUNTY's Facilities Management Division.
11. The City-County Building Space Allocation table attached as Exhibit A to the updated and amended Master Agreement is hereby replaced with the Updated City-County Building Space Allocation table, attached hereto as Exhibit 5. Effective January 1, 2010, the proportionate cost of operation, maintenance and repair of the building and grounds shall be: 39.6% to be paid by CITY, and 60.4% to be paid by COUNTY.
12. The entire agreement of the parties is contained herein and this Third Addendum, together with the updated and amended Master Agreement and previous Addendum and Second Addendum supersede any and all prior written or oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Third Addendum and the Master Agreement and previous Addendum and Second Addendum shall not be amended in any fashion except in writing, executed by both parties.
13. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, including its attachments and exhibits, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR COUNTY:

Date Signed: 10-19-09

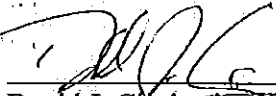

Kathleen Falk, Dane County Executive

Date Signed: 10-20-09

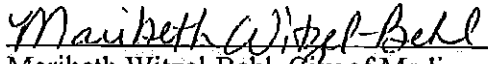

Robert Ohlsen, Dane County Clerk

FOR THE CITY:

Date Signed: 11-3-09

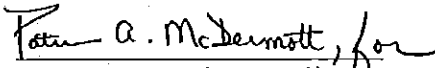

David J. Cieslewicz, City of Madison Mayor

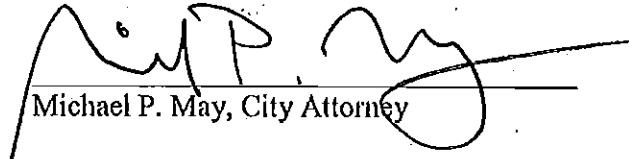
Date Signed: 10-29-09


Maribeth Witzel-Behl, City of Madison Clerk

Countersigned:

Approved as to Form:


Dean Brassler, Comptroller


Michael P. May, City Attorney

Execution of this Third Addendum to Agreement by the County of Dane is authorized by Res. 120, 09-10, adopted by the Dane County Board of Supervisors on October 15, 2009.

Execution of this Third Addendum to Agreement by the City of Madison is authorized by Resolution Enactment No. RES-09-00893, File ID 15787, adopted by the Common Council of the City of Madison on October 20, 2009.

EXHIBIT 5

Updated City-County Building Space Allocation (1/1/10)

| | City | County | Common | Total |
|------------------------|---------|---------|---------|---------|
| Garage | 8,024 | 6,098 | 52,252 | 66,374 |
| Ground | 38,907 | 5,450 | 16,818 | 61,175 |
| 1st Floor | 26,303 | 26,236 | 13,521 | 66,060 |
| 2nd Floor | 2,707 | 40,274 | 15,882 | 58,863 |
| 3rd Floor | - | 32,785 | 9,409 | 42,194 |
| 4th Floor | 17,567 | 15,104 | 9,583 | 42,254 |
| 5th Floor | 26,849 | 6,767 | 8,879 | 42,495 |
| 6th Floor | - | 42,000 | - | 42,000 |
| 7th Floor | - | 42,000 | - | 42,000 |
| Total | 120,357 | 216,714 | 126,344 | 463,415 |
| Common Area Allocation | 63,172 | 63,172 | | |
| Total Allocation | 183,529 | 279,886 | | |
| % of Total Space | 39.6% | 60.4% | | |