

**AGREEMENT BETWEEN
THE CITY OF MADISON
AND THE
TENNEY-LAPHAM CORPORATION, INC.**

**RE: GOVERNING RELEASE OF FUNDS FOR THE
TENNEY PARK SHELTER PROJECT**

THIS AGREEMENT is entered into between the Tenney-Lapham Corporation, Inc., ("Corporation"), and the City of Madison, Wisconsin ("City").

RECITALS:

1. Tenney-Lapham Corporation, Inc., ("Corporation") is a 501(c)3 corporation dedicated to the improvement of the Tenney-Lapham neighborhood.
2. The City of Madison, Wisconsin, is a Wisconsin municipal corporation located in Dane County, Wisconsin.
3. The Corporation has received, and expects to continue to receive, gifts for the purpose of constructing a new Tenney Park Shelter within the City of Madison.
4. The City will enter into contracts and pay the costs of the design and construction of the Tenney Park Shelter, utilizing gifts that have been or will be received by the Corporation and other sources of funds.
5. The purpose of this agreement is to govern the arrangements between the Corporation and the City for the transfer of funds from the Corporation to the City for the design and construction of the Tenney Park Shelter.

NOW, THEREFORE, the Corporation and the City agree as follows:

1. The recitals set forth above are incorporated herein as part of the Agreement.
2. The City may, at any time, call upon the Corporation to transfer to the City any and all funds then held by the Corporation and received for purposes of the design and

construction of the Tenney Park Shelter. The Corporation shall transfer such funds to the City within seven (7) days of receipt of any such request.

3. In addition to the right of transfer as set forth in paragraph 2, as the Corporation receives gifts for the purposes of the Tenney Park Shelter, the Corporation may of its own accord and at any time transfer those gifts to the City for purposes of the payment of the design and construction of the Tenney Park Shelter.
4. The Corporation shall not of its own accord invest any of the Tenney Park Shelter funds without first consulting with, and obtaining the written approval of, the City. This restriction is necessary so that funds are not invested in longer-term commitments than is appropriate for the City's cash flow needs for payment of the costs of design and construction of the Tenney Park Shelter.
5. The City shall separately account for all funds received from the Corporation for the design and construction of the Tenney Park Shelter.
6. All notices and communication between the parties pursuant to this Agreement shall be made to the following persons.

FOR THE CORPORATION: Patrick T. McDonnell, Secretary and Treasurer

Tenney-Lapham Corporation, Inc.

441 N. Paterson Street

Madison, WI 53703

FOR THE CITY:

Dean Brasser, Comptroller

City of Madison

210 Martin Luther King Jr. Blvd, Room 406

Madison, WI 53703

- 8 This Agreement constitutes the entire agreement of the parties and may only be modified or supplemented by an additional writing between the parties. This Agreement shall be governed by Wisconsin law.
9. The Corporation agrees that it will 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, political beliefs, or student status. The Corporation further agrees to comply with any and all applicable ordinances of the City of Madison.

TENNEY-LAPHAM CORPORATION, INC.

Date Signed

By: Cheryl Wittke
Title: President

Date Signed

By: Patrick T. McDonnell
Title: Secretary and Treasurer

CITY OF MADISON

David J. Cieslewicz, Mayor Date

Maribeth Witzel-Behl, City Clerk

Date

(signatures continue on page 4)

APPROVED AS TO FORM:

Michael P. May
City Attorney

APPROVED:

Dean Brasser
Comptroller

Eric Veum
Risk Manager