

Res 486

Dane County Contract Cover Sheet

Dept./Division	Dane County Public Works
Vendor Name	City of Madison Engineering Dept.
Vendor MUNIS #	
Brief Contract Title/Description	Approving Memorandum of Understanding between Dane County and the City of Madison for County Occupancy of vacant County space in City County Building.
Contract Term	beginning 2/15/19
Total Contract Amount	\$ 3,000.00

Contract # <small>Admin will assign</small>	13604
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

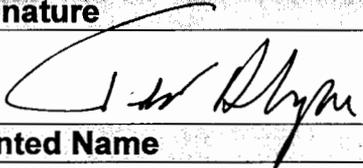
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res # 486
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year 2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	1-24-19		
au	Controller		1/24/19	
PCP	Purchasing	1/24/19	1/24/19	
AS	Corporation Counsel	1-24-19	1/24/19	done
AS	Risk Management	1/24/19	1/24/19	Ex-A must be attached; 2nd # of Res has typos
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Todd Draper	Name	Jeanne Hoffman
Phone #	608-267-0119	Phone #	608-266-4091
Email	draper@countyofdane.com	Email	jhoffman@cityofmadison.com
Address	1919 Alliant Energy Center Way, Madison, WI 53713	Address	210 MLK, Jr. Blvd., CCB Room 115 Madison, WI 53703-3342

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1.24.19
	Printed Name	
		

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

**Memorandum of Understanding
Between
County of Dane
And
City of Madison**

This Memorandum of Understanding is entered into this _____ day of _____, 2019, by and between the **City of Madison**, a Wisconsin municipal corporation (the "City"), and the **County of Dane**, a Wisconsin quasi-municipal corporation (the "County").

WHEREAS, the City and the County are parties to an agreement dated February 8, 1955, and amendments thereto (hereinafter, the "Master Agreement"), which addresses the joint ownership and operation of the City of Madison City Hall and the Dane County offices ("the City-County Building"); and

WHEREAS the City owns 800 square feet of space on the fifth floor of the City-County Building (as more fully described in Exhibit A attached hereto and incorporated by reference as if fully set forth herein) formerly occupied by its Human Resources Dept; and

WHEREAS the space is currently surplus to the needs of the City; and

WHEREAS the County desires to rent and occupy the described space for a limited term for temporary offices for its Printing and Services operations.

NOW, THEREFORE, the City and the County hereby enter into this Memorandum of Understanding on the following terms and conditions:

1. The County will occupy the space depicted in Exhibit A (the "Space") for three months ("Term") at a monthly rental rate of \$1,000.00 commencing on February 15th, 2019.
2. All utilities, including but not limited to water, sewer, heat, and air conditioning; electrical services; and janitorial services are included in the rent. The City shall allow the County to install power and data/computer communication in the Space, at locations to be agreed upon by the parties. The County shall pay for the installation, use, maintenance and repair of all such installations as well as entry modifications to accommodate printing equipment .
3. After the expiration of the Term, the County may continue to occupy the Space for an additional month provided that it continues to pay the monthly rent of \$1,000.00. If the County elects to vacate the Space by the expiration of the Term, it shall provide the City thirty-day written notice of its intention to vacate the Space.
4. The City shall deliver the Space to the County in a clean and orderly condition, with floors vacuumed and damp mopped and desks and other surfaces dusted.

5. All notices to be given under the terms of this Memorandum of Understanding shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, or hand-delivered to the address of the parties specified below:

For the City: City of Madison
Office of Real Estate Services
Attn.: Manager
215 Martin Luther King, Jr. Blvd., Room 312
P. O. Box 2983
Madison, WI 53701-2983

For the County: County of Dane
Real Estate Officer
1 Fen Oak Court #223
Madison, WI 53718

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.

6. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
7. In the performance of the obligations under this MOU, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, 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, gender identity, political beliefs, or student status. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
8. All other shared benefits and obligations covered by the Master Agreement shall continue unchanged by this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding as of the date first set forth above.

CITY OF MADISON

By: _____ Date _____
[Name], Title

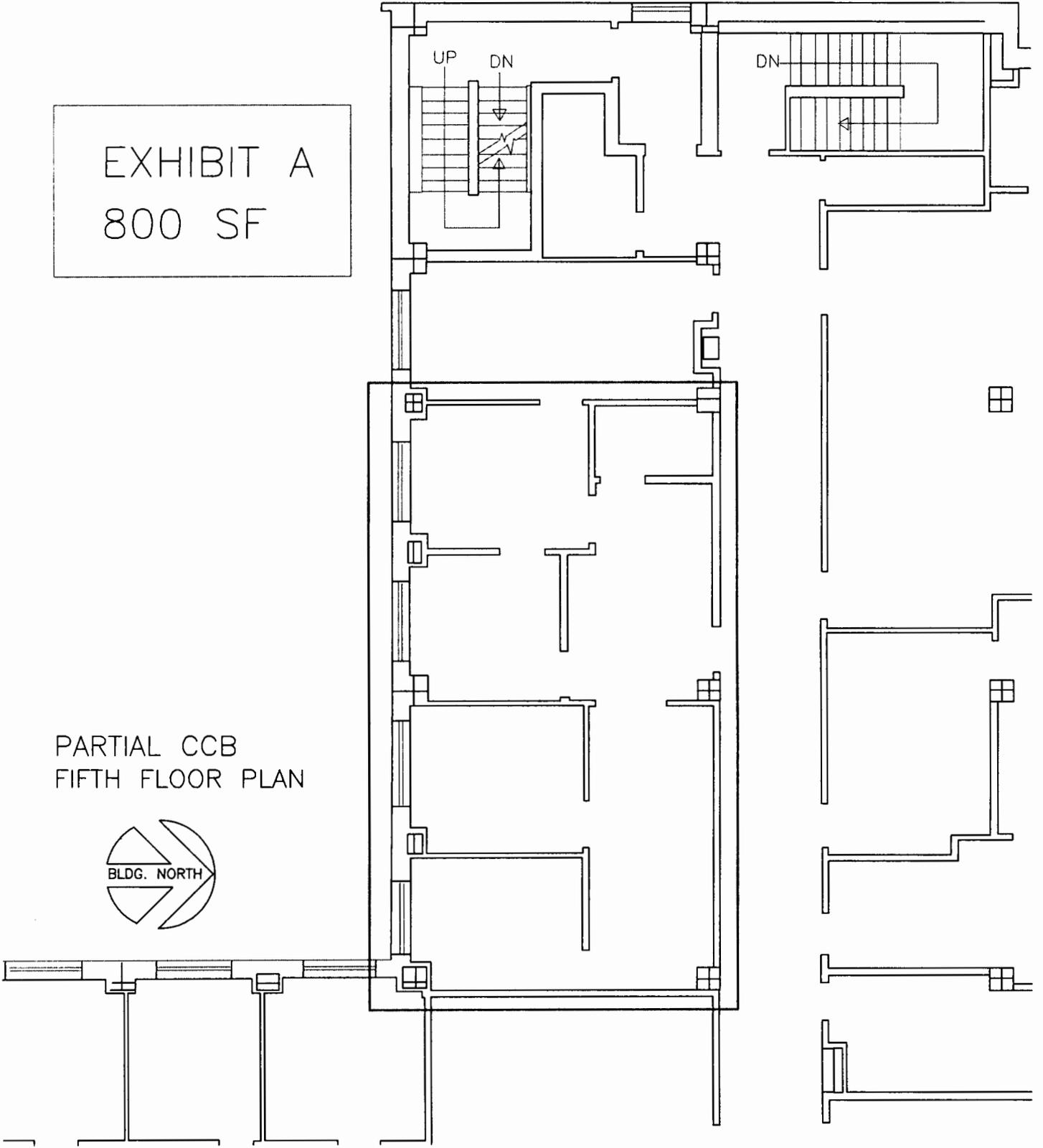
By: _____ Date _____
[Name], [Title]

COUNTY OF DANE

By: _____ Date _____
Joseph T. Parisi, Dane County Executive

By: _____ Date _____
Scott McDonell, Dane County Clerk

EXHIBIT A
800 SF



PARTIAL CCB
FIFTH FLOOR PLAN

