



# DANE COUNTY CONTRACT

## ADDENDUM # \_\_\_\_\_

Revised 06/2024

**THIS ADDENDUM**, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as “County”) and the City of Fitchburg (hereinafter, “Provider”).

### WITNESSETH:

**WHEREAS** Provider and County, by a separate document (hereinafter, the “Master Agreement”), ***INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF FITCHBURG AND THE COUNTY OF DANE TO ANALYZE THE FEASIBILITY OF A TEEN CENTER***, have previously entered into a contractual relationship pursuant to which Provider is charged with contracting to complete a feasibility study, and

**WHEREAS** County and Provider wish to amend the Master Agreement in order to cover additional costs identified by vendor EQT by Design and approved by the City of Fitchburg to complete the feasibility study.

**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 shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.
3. The following Sections of the IGA are amended as follows:
  - I. **Cost-Sharing.** The County agrees to provide 50% of the cost to explore the feasibility of the establishing a teen center in the City of Fitchburg up to a maximum amount of seventy-five thousand dollars. Costs herein are limited to the cost to the City of contracting with an outside consultant to conduct any

feasibility study or studies. Costs do not include the costs of City or County staff or other incidental costs as might be incurred by the City or County related to this effort. The feasibility study being conducted by EQT by Design is \$83,375 with a Cost-Share for the County of \$41,687.

- V. Payment: The City will invoice the County for \$15,000 upon execution of the agreement and \$26,687 upon completion of the study and the report to the Health and Human Needs Committee.

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

**FOR PROVIDER:**



\_\_\_\_\_  
Julia Arata, ~~Mayor~~ **Julia Arata, Mayor, 7/19/2024**

\_\_\_\_\_  
Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Jamie Kuhn  
Dane County Executive

\_\_\_\_\_  
Date