

Dane County Contract Cover Sheet

Revised 01/2026

Res 017
significant

Dept./Division	District Attorney		
Vendor Name	Wisconsin Department of Administration	MUNIS #	3839
Brief Contract Title/Description	Lease for District Attorney at Tommy G. Thompson Building		
Contract Term	6/15/26 - 6/30/27		
Contract Amount	\$421,100		

Contract # Admin will assign	16317
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" 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	Kelly Breunig	Name	David Roessler
Phone #	608-267-8840	Phone #	608-261-2435
Email	kelly.breunig@da.wi.gov	Email	david.roessler1@wisconsin.gov
Purchasing Officer	Hazel Schuster		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$46,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	Contract Name & #
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 1790	Org: CPDIST	Obj: 51499	Proj:	\$
	Year 2026	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 #	017
	<input checked="" 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 type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Kelly Breunig	Digitally signed by Kelly Breunig Date: 2026.05.06 16:22:25 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.05.07 16:05:47 -05'00'	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/6/26	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 7, 2026 2:30 PM
To: Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16317
Attachments: 16317.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/7/2026 2:55 PM	Approve: 5/7/2026 2:55 PM
	Schuster, Hazel		Approve: 5/13/2026 10:44 AM
	Gault, David	Read: 5/8/2026 8:10 AM	Approve: 5/8/2026 8:47 AM
	Cotillier, Joshua	Read: 5/11/2026 9:18 AM	Approve: 5/11/2026 9:33 AM
	Oby, Joe		

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

Contract #16317

Department: District Attorney

Vendor: WI Dept of Administration

Contract Description: Lease for District Attorney's Office during renovation (Res 017)

Contract Term: 6/15/26 – 6/30/27

Contract Amount: \$421,100.00

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.

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2026 RES-017

APPROVING A LEASE FOR DISTRICT ATTORNEY'S OFFICE AT
TOMMY G. THOMPSON BUILDING

The Dane County District Attorney's (DA) office at 215 S. Hamilton St., Suite 3000, Madison will be undergoing renovations starting this July and continuing through June, 2027. All DA staff will need to be relocated during the construction project. The DA found available rental space nearby that will accommodate all staff at the State's Tommy G. Thompson Building at 201 West Washington Avenue, Madison.

The State of Wisconsin, Department of Administration has offered to lease the 6th floor of the Tommy G. Thompson Building, approximately 16,000 square feet, fully furnished and one underground parking stall. The lease term is June 15, 2026 through June 30, 2027 and includes a month to month option in the event the renovation takes longer than expected. The agreed upon rental rate is based on \$26.24 per square foot or \$35,097.61 per month equaling \$421,100 annually and includes custodial services and utilities except phone and internet.

THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors and Dane County Executive authorize the above described Lease as described above for the property at 201 West Washington Avenue; and

BE IT FINALLY RESOLVED that the County Executive and County Clerk are authorized to execute the Lease on behalf of Dane County.

GROSS LEASE

THIS LEASE, made and entered into on _____, by and between, the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessor"), with an address at 101 East Wilson Street, Madison, WI 53703 and Dane County (the "Lessee"), whose address is City-County Building, Room 425, 210 Martin Luther King Jr Blvd., Madison, WI 53703;

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 16,000 square feet of office space on Floor 6 and one (1) parking stall in Lessor's building, together with all appurtenances and access to certain common areas, located at 201 West Washington Avenue in the City of Madison, Wisconsin (the "Building"), which Premises are further described in Exhibit A – Aerial Photo / Site Plan, Exhibit B – Floor Plan and Exhibit C – Parking attached.
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises only for general, administrative, and executive office uses, for the ordinary conduct of Lessee's business.
3. **TERM.** The lease term hereunder shall begin on June 15, 2026 (the "Commencement Date") and end on June 30, 2027 (the "Termination Date"). In addition, the Lease may be extended on a month-to-month basis, subject to Lessor approval. Lessor and Lessee shall have the right to terminate this Lease at any time during the month-to-month extension by providing the other party with a written notice a minimum of thirty (30) days in advance of the desired termination date.
4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the 1-year Initial Lease Term, in accordance with the following rental rate schedule. The Base Rent rate is subject to change based upon rates approved by the State Building Commission (SBC). In the event that the SBC approves a rate change during the term of this Lease, a Letter of Addendum will be issued, accordingly. The Letter of Addendum will specify the new Base Rent rate as well as the effective date, whereby the rate change effective date for the Lessee shall be the same as the rate paid by State agencies residing in the building.

Parking Rental Rate – Tenant’s Parking Rent shall be based upon the rental rate established for all tenants in the Building (“Building Parking Rental Rate”). This rate may change throughout the period of the Lease. The current Building Parking Rental Rate is \$105.00 per month per parking stall. In the event the Building Parking Rental Rate changes during the term of this Lease, Lessor shall provide Lessee with a Letter of Addendum which shall contain rent schedules that accurately reflect any such changes. Lessor shall provide Lessee with a written notice a minimum of thirty (30) days in advance of any rate changes. Lessee shall have exclusive use of one (1) stall (#72) as shown on Exhibit C – Parking Plan.

Initial Lease Term Rental Rate Schedule

Begin Date	End Date	Base Rent	Parking Rent	Annual Rent	Monthly Rent
June 15, 2026	June 30, 2026	N/A	\$56.00	N/A	\$18,715.56
July 1, 2026	June 30, 2027	\$419,840.00	\$1,260.00	\$421,100.00	\$35,091.67

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month. Said rental payments shall be invoiced by Lessor to Lessee and made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, and subject to Lessor approval, be renewed on a *month-to-month (MTM) basis from and after June 1, 2027 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor and Lessor approval is granted at least ninety (90) days before the Lease would otherwise expire. The annual rental rate for the month-to-month renewal term, if exercised, shall be in accordance with the following schedule. Lessor and Lessee shall have the right to terminate this Lease at any time during the month-to-month extension by providing the other party with a written notice a minimum of thirty (30) days in advance of the desired termination date. Note: The Base Rent and Parking Rent rates are subject to change as indicated above under Section 4 Initial Term Rental.

Renewal Term Rental Rate Schedule

Begin Date	End Date	Base Rent	Parking Rent	Annual Rent	Monthly Rent
*MTM	*MTM	\$419,840.00	\$1,260.00	\$421,100.00	\$35,091.67

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without the prior written approval of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.
7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:
- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest and right in the Premises so as to enable Lessor to enter into this Lease; and that, to the best of Lessor's knowledge, the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall, at Lessor's cost and expense, obtain any necessary certificate of occupancy or other, similar, authorization(s) required by local ordinance or regulations to permit the use of the Premises for the uses contemplated under Section 2 of this Lease.
 - b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
 - c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
 - d) Lessor shall be responsible for the costs of any repair, maintenance, installation and/or other alteration work necessary to meet and maintain the standards and specifications set forth in this Lease and Schedule I attached hereto, except if and to the extent necessitated by the negligence or willful misconduct of Lessee or its agents, employees or contractors, or by any work in or to the Premises by or on behalf of Lessee, in which case same shall be at Lessee's cost and expense. Lessor shall maintain, at Lessor's expense, the Premises to comply with all federal, state and local codes applicable to the Premises. If, during the Lessee's occupancy of the Premises, the Premises shall not be in compliance with applicable laws, orders, rules and regulations, or standards and specifications set forth in this Lease and Schedule I attached hereto, (i) Lessor shall, promptly after receipt of notice of such condition, take such action as may be necessary to comply with same; and (ii) Lessee may vacate the Premises until such time as such condition has been remedied. If the Lessee vacates the Premises during any repair or remediation process, the Lessor shall reimburse the Lessee for all reasonable, out-of-pocket relocation

costs (excluding rent at a temporary location) and rent shall abate from the date Lessee vacates the Premises to the date that the condition has been remedied. In the event the Lessor fails to remedy the offending condition within ninety (90) days after notice thereof, Lessee may cancel this Lease by written notice to the Lessor, and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

- e) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any, and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree, including, without limitation, asbestos. Lessor attests that the Premises are, to the best of Lessor's knowledge, in compliance with all applicable laws, orders, rules and regulations with respect to such hazardous materials, substances, or air pollutants, and the Lessor will now and forever after the termination of this Lease, hold Lessee harmless and indemnify the Lessee from and against any, and all claims, liability, damages or costs arising from or due to the failure to comply with such laws, orders, rules and regulations, except if and to the extent such liability arises from Lessee's use and occupancy of the Premises, including, without limitation, any work performed in or to the Premises by or on behalf of Lessee.

If, during the Lessee's occupancy of the Premises, the Premises shall not be in compliance with applicable laws, orders, rules and regulations with respect to hazardous materials, substances, or air pollutants, (i) Lessor shall, promptly after receipt of notice of such condition, take such action as may be necessary to comply with same; and (ii) Lessee may vacate the Premises until such time as such condition has been remedied. If the Lessee vacates the Premises during any repair or remediation process, the Lessor shall reimburse the Lessee for all reasonable, out-of-pocket relocation costs and rent shall abate from the date Lessee vacates the Premises to the date that the condition has been remedied. In the event the Lessor fails to remedy the offending condition within ninety (90) days after notice thereof, Lessee may cancel this Lease by written notice to the Lessor, and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will promptly advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises, in which event it shall provide a copy of any results thereof to Lessor.

- f) Lessor shall be responsible for paying to the relevant taxing authority the real estate taxes and any assessments on the Premises, as applicable.

8. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease (as may be extended), the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire, except if and to the extent arising from the negligence or willful misconduct of Lessee or its agents, employees, or contractors.
- c) The Lessee will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Lessor.
- d) The Lessee attests that it is a public body corporate and politic.
- e) The default by Lessee: (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to

completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- f) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture, all other Lessee personal property, and any improvements paid for by Lessee. Upon Lessee's removal of any improvements paid for the Lessee, the Premises must be restored to the original condition.
- g) Lessee represents and warrants that: (i) neither Lessee nor any person, group or entity who owns any direct or indirect beneficial interest in Lessee or any of them, is listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List), or otherwise qualifies as a terrorist, Specially Designated National and Blocked Person or a person with whom business by a United States citizen or resident is prohibited (each referred to herein as a "Prohibited Person"); (ii) neither Lessee nor any person, group or entity which owns any direct or indirect beneficial interest in Lessee or any of them is in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, and Executive Orders (including, without limitation, Executive Order 13224) issued in connection therewith, all as amended from time to time; and (iii) neither Lessee nor any person, group or entity who owns any direct or indirect interest in Lessee is acting on behalf of a Prohibited Person. Lessee shall indemnify and hold Lessor harmless from and against all claims, damages, losses, risks, liabilities and costs (including fines, penalties and legal costs) arising from any misrepresentation in this paragraph or Lessor's reliance thereon. Lessee's obligations under this section shall survive the expiration or sooner termination of this Lease.
- h) Lessee, and any successor thereto (by assignment, purchase, merger, or otherwise) shall, at the request of Lessor, complete and execute any informational documents reasonably requested by Lessor in

connection with this Lease, including, without limitation, any tax, identification, and payment documents in the forms ordinarily used by federal and/or state agencies (as applicable).

- i) Lessee, and its agents, employees, and contractors, shall comply with such rules and regulations as may be established and modified by Lessor from time to time with respect to the use and occupancy of the Building, provided that Lessor shall provide Lessee with at least thirty (30) days' prior written notice of any changes to such rules and regulations (including the establishment of new rules and regulations). In the case of any conflict or inconsistency between any provisions of this Lease and any of such rules and regulations, the provisions of this Lease shall control.

9. INSURANCE. Lessee agrees to procure and maintain, during the term of this lease, (i) broad form commercial general liability insurance in the amount of not less than **\$2.0 million each occurrence and \$5.0 million general aggregate**; (ii) worker's compensation insurance and employer's liability coverage, to the extent required by law; and (iii) all risk property insurance, including theft coverage, written at replacement cost value in an adequate amount to avoid coinsurance, and a replacement cost endorsement insuring Lessee's trade fixtures, furnishings, equipment, and all items of personal property of Lessee (and its employees, clients, and customers, as the case may be), located in the Premises. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessee shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessor evidencing such coverage by date of occupancy. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessor and the Building. Wisconsin Statutes provide funds to pay property and liability claims.

10. HOLD HARMLESS. 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.

11. **MAINTENANCE.** The Lessor shall maintain and repair the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of the Lease, at Lessor's cost and expense, except if and to the extent necessitated by the willful act or negligence of Lessee or its agents, employees or contractors, in which event Lessor shall perform such maintenance or repair at Lessee's cost and expense. For the purpose of so maintaining the Premises and the Building, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto or therein. Notwithstanding the foregoing, Lessor acknowledges that Lessee has information and records that must be kept secure as dictated by state and federal laws and regulations; as such, Lessor agrees that the access granted herein shall be conducted in a manner such that these requirements are not violated, as determined in Lessee's reasonable discretion.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 90 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to reasonably occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenability until the

date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 180 days of the untenability, Lessee may terminate this Agreement.

13. NOTICES. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, delivered in person or by mail or private courier to the Lessor at Lessor's last known address (or such other address as may be designated by such party from time to time by written notice pursuant to this paragraph), and such notice shall be deemed to be given at the time when the same shall be delivered. Such notices provided hereunder shall be addressed as follows:

If to Lessor: State of Wisconsin
Department of Administration
101 East Wilson Street
Madison, WI 53703
Attn: State Leasing Officer

Rent sent to: Same as above

If to Lessee: Dane County
City-County Building, Room 425
210 Martin Luther King Jr Blvd.
Madison, WI 53703

14. FUNDING. Any payment obligations of Lessor under this Lease are subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The performance of Lessor's obligations under this Lease beyond the limits of the funds already available is contingent upon the future availability of funds. In the event such funding is not made available the Lessor may at its option and upon sixty (60) days prior written notice to the Lessee, terminate this Lease. The performance of Lessee's obligations under this Lease beyond the limits of the funds already available is contingent upon the future availability of funds. In the event such funding is not made available the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease.

15. BROKERS. Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

- 16. SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, without need for further action or agreement by Lessee.
- 17. END OF TERM; HOLDING OVER.** Upon the expiration or sooner termination of the term of this Lease, Lessee and Tenant shall surrender vacant possession of the Premises to Lessor, in good order and condition, wear and tear and damage from fire or other casualty excepted, broom clean and free of Lessee's personal property. Lessee agrees that any personal property remaining in the Premises following the expiration or sooner termination of this Lease shall, for all purposes, be deemed conveyed to and to be the property of Lessor, who shall be free to dispose of such property, at Lessee's cost, in any manner Lessor deems desirable. Lessee shall reimburse Lessor for Lessor's cost in disposing of any such property within thirty (30) days after receipt of Lessor's written demand therefor. If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at 125% of the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
- 18. FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 19. EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.
- In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the

date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason, of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

20. LESSEE COSTS. Lessee shall be responsible for all costs and expenses with respect to its operations in the Premises to the extent same are not the responsibility of Lessor under this Lease (as supplemented by Schedule I hereto), including, without limitation, the monthly phone and data costs for the Premises.

21. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

22. AUTHORIZATION, BINDING EFFECT. This Lease, together with all amending instructions subsequent thereto (collectively, the Lease”), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and Lessee is not granted any rights under this Lease until it is fully executed.

23. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

24. CHOICE OF LAW. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin. All actions or proceeding relating, directly or indirectly, to this Lease shall be litigated only in courts located within Dane County, Wisconsin. Lessee and its respective successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within Dane County with respect all actions or proceedings relating, directly or indirectly, to this Lease. Lessee hereby waives the

right to raise any defense based upon inconvenient forum or to make any plea or motion seeking to remove any such case to another venue.

- 25. EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
- 26. MISCELLANEOUS PROVISIONS.** Tenant shall be allowed to utilize the existing furniture (FF&E) at no cost. At the expiration of this Lease or any renewal thereof, Tenant shall return the FF&E to Lessor in as good condition as they were at the time Tenant went into possession, ordinary wear and tear excepted. Lessor shall retain ownership of the FF&E throughout the lease term and upon expiration of the Lease.
- 27. SEPARABILITY.** If any provision of this Lease is held to be invalid or unenforceable, the other provisions of this Lease shall not be affected but shall instead continue to be applied as if the invalid or unenforceable provision had not been included in this Lease.
- 28. ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral. The terms of this Lease may not be altered except in writing signed by both parties hereto, or their successors and assigns.
- 29. SOVEREIGN IMMUNITY.** Nothing in this Lease shall be construed as a waiver of the State's sovereign immunity.
- 30. PUBLIC RECORDS.** Lessee shall make available to Lessor for inspection and copying, any record produced or collected under this Lease in accordance with Wis. Stat. § 19.36(3), subject to the right of Lessee to assert any limitations upon access and disclosure available under Wisconsin Law. Lessor agrees that, if it shall receive a request by any person not a party to this Lease to disclose any record produced or collected under this Lease, it shall afford Lessee written notice, including a copy of such request, and a reasonable period of time, but in no event more than ten (10) business days after receipt of such notice, to respond to such request and, if applicable, raise any objections to disclosure of all or a portion of the requested records that may be available to Lessor and/or the affected subcontractors or suppliers under Wisconsin Law. Notwithstanding the forgoing, if Lessor determines that any of the forgoing records are required to be released in compliance

with Wisconsin Open Records law under Wis. Stat. § 19.36 *et seq.*, then Lessor shall release such records, unless Lessee agrees to defend and indemnify Lessor, including any and all costs and fees including attorneys' fees of any records requestor, in any mandamus or other action under Wis. Stat. § 19.36.

31. COUNTERPARTS; FACSIMILE SIGNATURES. This agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof. Either party hereto may execute this Lease by facsimile or PDF signature which facsimile or PDF signature shall be deemed to be an original signature for all purposes.

32. BUILDING SECURITY GUARD SERVICE. Lessee agrees to reimburse Lessor for Lessee's proportionate share of the actual cost of building security guard services. Lessee's proportionate share will be calculated based upon actual building occupancy, which may vary over time. Lessor will invoice Lessee on a monthly basis and Lessee shall remit payment to Lessor within thirty (30) days of receipt of Lessor's invoice. Lessor's invoice shall contain all supporting documentation, including the vendor's invoice.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

LESSOR:

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

By: _____

ANNE HANSON
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

LESSEE:

DANE COUNTY

By: _____
Signature

Melissa Agard, Dane County Executive

Print Name and Title

Dated: _____

File No. 902-142

Schedule I

The Lessor, **at Lessor's cost**, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2 ^o)	70 Degrees (+/- 2 ^o)
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10^o of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.
3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot-candle security lighting for on premise parking areas.
6. Provide two master keys for entrance doors.
7. Provide Water & Sewer and Heat & Air conditioning.
8. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. Furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.

12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Proper disposal of materials shall comply with sections 16.15(3) and 287 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor and Lessee further agree to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.
14. Janitorial Services: Building and Premises janitorial services pursuant to the Department of Administration's cleaning standards and schedule.
15. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

If the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

EXHIBIT A – AERIAL PHOTO / SITE PLAN



EXHIBIT B – 6TH FLOOR PLAN

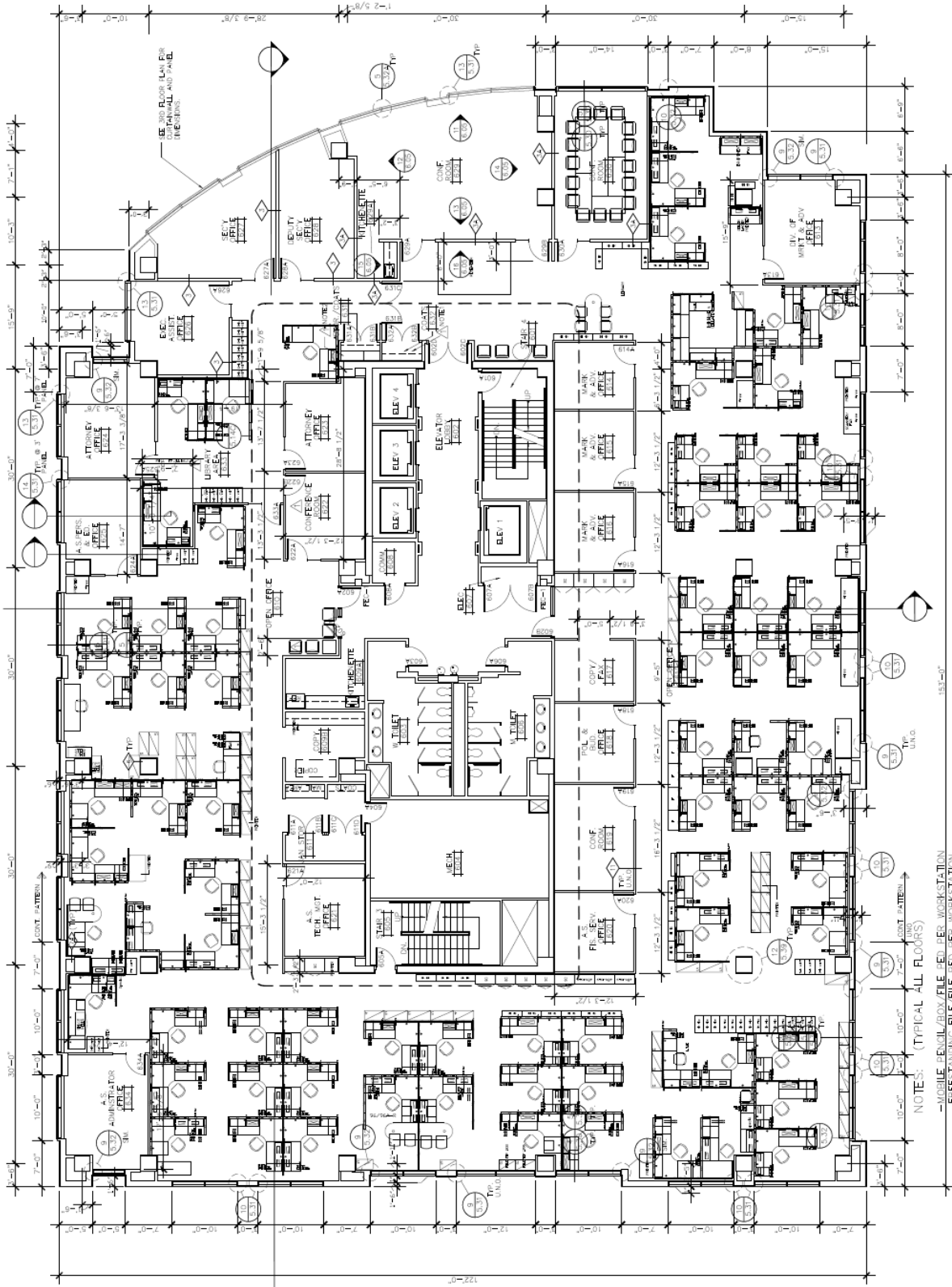


EXHIBIT C – LEVEL 2 PARKING PLAN

Note: Lessee will be assigned to parking stall #72.

