

Contract Cover Sheet

Res 568

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES	Contract/Addendum #: 11525B															
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Addendum</td> </tr> <tr> <td>POS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Grant</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lease</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Other</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	POS	<input type="checkbox"/>	<input type="checkbox"/>	Grant	<input type="checkbox"/>	<input type="checkbox"/>	Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
		Contract	Addendum													
POS		<input type="checkbox"/>	<input type="checkbox"/>													
Grant		<input type="checkbox"/>	<input type="checkbox"/>													
Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>														
Other	<input type="checkbox"/>	<input type="checkbox"/>														
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																
3. Term of Contract or Addendum: 5/1/15 - 4/30/16																
4. Amount of Contract or Addendum: \$6300.-																
5. Purpose: NA - Not required when Human Services signs.																
6. Vendor or Funding Source: Fiduciary Real Estate Development / Fairways Apartments Vendor #: 2316																
7. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																
8. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. Please give account codes and related \$ amounts. Code: CYFJFFAC COYAA \$ _____; Code: _____ \$ _____																
9. Is a resolution needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>in process</i> If yes, has a resolution been prepared/submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please attach a copy of the Resolution																
10. Does Domestic Partner Equal Benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																
11. Director's Approval: <i>[Signature]</i>																

	a. Dane County Res. #	Approvals	Initials	Date
Human Services Only	b. HSD Res. ID#	g. Accountant	<i>[Signature]</i>	2-25-15
	c. Program Manager Name	h. Supervisor	<i>[Signature]</i>	2/27/15
	d. Current Contract Amount	i. To Provider	<i>[Signature]</i>	3-5-15
	e. Adjustment Amount	j. From Provider	<i>[Signature]</i>	3-11-15
	f. Revised Contract Amount	k. Corporation Counsel	<i>[Signature]</i>	<i>[Signature]</i>

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>[Signature]</i> Received	---	3-12-15	---	Contact Person Phone No. E-mail Address	
<i>[Signature]</i> Controller	---	---	3/16/15		
NA Corporation Counsel	---	See "k" above	---		
<i>[Signature]</i> Risk Management	---	3/14/15	3/14/15		
<i>[Signature]</i> ADA Coordinator	---	3/16/15	3/16/15		
<i>[Signature]</i> Purchasing Agent	---	3/16/15	3/16/15		
County Executive	---	---	---		

Footnotes:

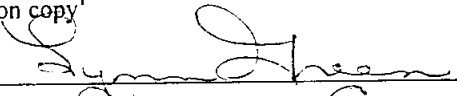
Return to: Name/Title: Spring Larson, CCA Phone: (608) 242-6391 E-mail Address: Larson.spring@countyofdane.com	Dept.: Human Services Mail Address: 1202 Northport Drive
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 3-4-15

Signed: 

Telephone Number 242-6469

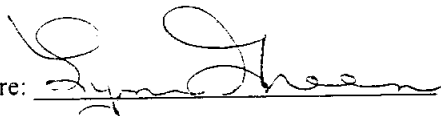
Print Name: Lynn Green

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 3-4-15

Signature: 

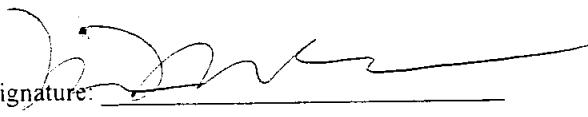
2. Director of Administration Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. Corporation Counsel Contract is in the best interest of the County.
Comments:

Date: 3/3/15

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

CRIME FREE LEASE ADDENDUM

This is an addendum to and made part of your original lease and/or Renewal of Lease Agreement beginning at 12:00 Noon on the first day of May 2015 and ending at 12:00 Noon on April 2016.

It is mutually agreed this date by and between:

Lessee(s)
Dane County Dba Early Childhood Initiative

Lessor's Agent: Fiduciary Real Estate Development, Inc., as the Lessor's duly authorized agent for the management of the Property including the execution of leases, collection of rent and other payments, services of all process and other notices and demands.

For the dwelling unit located at: 3301 Leopold Way #108, Fitchburg, WI 53713

Said amendment to commence on the first day of : May 2015

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Lessee agree as follows. Lessee and members of the Lessee's household or a guest or other persons affiliated with the Lessee:

1. **Shall not engage in any act intended to facilitate criminal activity.**
2. **Shall not engage in criminal activity, including drug-related criminal activity,** on or near the dwelling unit. "Drug related criminal activity," means the illegal possession, delivery, distribution or manufacture, {as defined in Wis. Ss. 961.01(6), (9), and (13) respectively}, of a controlled substance {as defined in Ss. 961.01(4)}, or a controlled substance analog, {as defined in Ss. 961.01(4m)}.
3. **Shall not permit dwelling unit to be used for, or to facilitate criminal activity,** regardless if the individual engaging in such activity is a member of the household, or a guest.
4. **Shall not engage in any illegal activity, including prostitution** {as prohibited in Ss. 944.30, 944.31, 944.33 and 944.34}, criminal gang activity {as defined in Ss. 939.22(9)}, harassment {as prohibited in Ss. 947.013}, battery {as prohibited in Ss. 940.19}, endangering safety by use of dangerous weapon {as prohibited in Ss. 941.20}, on or near the dwelling unit premises, or any breach of the Ss. 943.01
5. **A SINGLE VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE BREACH OF THE TERMS OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY** except as otherwise prohibited by law. Notwithstanding the foregoing the occurrence of a crime on or near the dwelling unit, alone, shall not give rise to termination if the Lessee could not reasonably have prevented the crime. Unless otherwise provided by law, **proof of violation shall not require a criminal conviction**, but shall be by a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

Lessee is advised that this notice is only a summary of the Lessee rights and the specific language of the statutes governs in all instances.

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

Lessee(s)

[Handwritten Signature]

3/4/15

Dane County Dba Early Childhood Initiative

Date

JOE PARISI, County Executive
(when applicable)

Date

Fiduciary Real Estate Development, Inc.
Authorized Agent

[Handwritten Signature]

01/22/2015

Authorized Signature

Date

The undersigned hereby personally guarantees payment of any and all sums due or to become due to the Lessor by Lessee(s) performance of all covenants and other obligations by Lessee under the terms and conditions of Lease.

01/22/2015

Date

[Handwritten Signature]