

Contract Cover Sheet

Res 32

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: <u>13100</u>																					
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																						
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
3. Term of Contract or Addendum: <u>6-1-17 to 5-31-18</u>																							
4. Amount of Contract or Addendum: <u>22000</u>																							
5. Purpose: NA – Not required when Human Services signs.																							
6. Vendor or Funding Source: <u>Sherman Plaza Inc</u>																							
7. MUNIS Vendor Code: <u>22849</u>																							
8. Bid/RFP Number:																							
9. Requisition Number:																							
10. 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																							
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____		Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
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13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																							
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. <u>32 attached</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																							
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																							
16. Director's Approval: <u>Sydney Green</u>																							
Human Services Only	a. Dane County Res. #		Approvals	Initials	Date																		
	b. HSD Res. ID#		g. Accountant	<u>kc</u>	<u>4-20-17</u>																		
	c. Program Manager Name	<u>Chance</u>	h. Supervisor	<u>YJA</u>	<u>5/1/17</u>																		
	d. Current Contract Amount		i. To Provider		-																		
	e. Adjustment Amount		j. From Provider		-																		
	f. Revised Contract Amount		k. Corporation Counsel	<u>Det</u>	<u>5-2-17</u>																		
Contract Review/Approvals			Vendor																				
Initials	Ftnt	Date In	Date Out	Vendor Name/Address																			
<u>MA</u> Received		<u>5-4-17</u>																					
<u>dk</u> Controller			<u>5/8/17</u>																				
N/A Corporation Counsel	See "k" above																						
<u>sl</u> Risk Management		<u>5/8/17</u>	<u>5/8/17</u>																				
<u>Car</u> Purchasing		<u>5/8/17</u>	<u>5/8/17</u>																				
County Executive																							
				Contact Person																			
				Phone No.																			
				E-mail Address																			

Footnotes: BAF 17073
1.
2.

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: 5-3-17

Signed: 

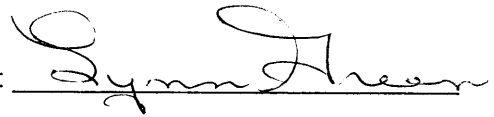
Telephone Number 242-6469 Print Name: Lynn Green

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: 5-3-17

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: 5-2-17

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).

APPROVED
CORPORATION COUNSEL
DU 5.2.17

13100

L E A S E
FOR PROPERTY LOCATED AT 2830 DRYDEN DRIVE, MADISON, WI

THIS LEASE is by and between Sherman Plaza, Inc. (hereinafter referred to as "LESSOR"), and the County of Dane, (hereinafter referred to as "LESSEE"). The contact persons for each organization shall be as follows:

For LESSOR: Donald Bruns, 1865 Northport Dr., Suite B, Madison, WI 53704; (608) 255-0620, and

For LESSEE: Lynn Green, 1202 Northport Dr., Madison, WI 53704; (608) 242-6469.

Section 1. LEASED PREMISES. LESSOR, for and in consideration of the rents to be paid by LESSEE and the terms hereinafter set forth, does hereby lease to LESSEE approximately 1,800 square feet of the premises located at 2830 Dryden Drive, Madison, WI 53704, as more fully described in the attached diagram, which is incorporated by reference.

LESSEE shall additionally be entitled to the non-exclusive use, with other tenants of the premises, to common front and back entrances, curtilage and parking lot.

Section 2. USE OF LEASED PREMISES. During said term LESSEE shall have the exclusive use and quiet enjoyment of the leased premises for the purpose of operating the Northside Early Childhood Zone (NECZ), a social service program under the Dane County Department of Human Services, and any other lawful use consistent with this purpose.

Section 3. TERM. The term of this lease shall be for one year commencing on the first day of June, 2017 and ending on the 31st day of May 2018, unless terminated sooner as provided herein. This lease may be extended for an additional one year term, on the same terms and rates as provided herein (to May 31, 2019) if both parties agree in writing by March 2, 2018.

Section 4. SURRENDER. On the last day of the term of this Lease, or any extension or renewal thereof, or upon termination, LESSEE shall surrender the premises in the same condition as existed on the commencement date, broom-swept clean, reasonable wear and tear excepted.

Section 5. RENTS. As rent for the leased premises LESSEE shall pay to LESSOR at 1865 Northport Dr., Suite B, Madison, WI 53704 or at such other place as LESSOR may designate in writing from time to time, a total annual sum of \$22,000 per year, payable in advance in equal monthly installments of \$1,833.33 per month due on the first of every month commencing June 1, 2017. In consideration for rents paid, LESSOR will be responsible for all utilities, including, but not limited to heat, air conditioning, water, electricity, gas and sewer services, and fire detectors, sprinkler systems, landscaping, snow and ice removal, waste removal, window cleaning, real estate and other municipal

taxes. LESSEE will be responsible for its own telephone and other communication services, and janitorial services.

Section 6. ALTERATIONS. LESSEE shall make no changes, alterations, additions or improvements to the leased premises or parts thereof without the prior written consent of LESSOR. If necessary to LESSEE's purposes and efficient use of the premises, such consent will not be unreasonably withheld.

Section 7. REPAIRS. LESSEE agrees to keep and maintain the leased premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable casualty not occurring by fault of LESSEE. Unless a repair is made necessary by the negligence or improper use of the premises by LESSEE, LESSOR shall make all necessary structural repairs or replacements, including but not limited to repairs to the roof, walls, foundation, parking lot, and the plumbing, heating, electrical and other mechanical systems.

Section 8. LEASEHOLD IMPROVEMENTS BY LESSEE. With LESSOR's prior consent and subject to such reasonable regulations as LESSOR shall impose, LESSEE, may perform, in a professional, workman-like manner, leasehold improvement work at LESSEE's sole risk, responsibility and cost. All such materials and work shall meet or exceed the present quality of the premises. The work and materials shall comply in every respect with requirements of all rules, ordinances, regulations, and codes of governmental bodies and agencies thereof having jurisdiction over the premises and with the terms and conditions of all insurance coverage applicable thereto. LESSEE shall permit LESSOR to supervise construction operations in connection with alterations or additions, if LESSOR requests to do so, but LESSOR shall have no duty to so supervise. LESSEE's use of the property includes reasonable signage on the premises.

Section 9. REMOVAL OF FIXTURES. LESSEE may at any time during the term of this lease, or upon termination or expiration of this lease, remove any fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal.

Section 10. CONSTRUCTION LIENS. LESSEE shall prevent the filing of any construction liens on the leased premises.

Section 11. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR or its authorized representative shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease, maintaining and improving the building of which the leased premises are a part, responding to an emergency and exhibiting the said premises to prospective tenants or purchasers.

Section 12. INSURANCE. LESSEE shall insure or otherwise protect itself against loss by fire, theft or other cause to any personal property of LESSEE, its directors, guests, business invitees, agents, employees or officers located on the leased premises.

Section 13. LIABILITY. LESSEE and LESSOR agree that 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 each party 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 of 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.

Section 14. SECURITY DEPOSIT. No security deposit is required.

Section 15. NOTICES. If at any time it shall become necessary for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice, demand or communication shall be in writing and shall be served personally or by certified mail sent to the contact person and the address stated above. If mailed as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed as aforesaid, with postage properly prepaid.

Section 16. LESSEE TO OBSERVE RULES AND REGULATIONS. LESSEE shall not perform any acts or carry on any practices, which may injure the leased premises or be a nuisance or menace to neighboring property or occupants. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the leased premises. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the leased premises and the adjacent common areas.

Section 17. UNTENABLE PREMISES. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the premises at its own cost and expense. If the damage from such casualty substantially diminishes LESSEE's use of the property, LESSOR and LESSEE shall negotiate a temporarily reduced rent until the premises is satisfactorily repaired. If the damage is so extensive as to render the premises untenable, LESSEE at its option may terminate the Lease by providing notice to LESSOR and rent shall be prorated based on the time period the premises was not untenable. If the premises is capable of being repaired in ninety (90) days and LESSEE agrees to not terminate the Lease, the same shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenantable. In the event the premises are completely

destroyed by fire or other casualty or so damaged that they will remain untenable for more than ninety (90) days, at the option of LESSEE either: (1) if the premises are repaired or reconstructed by LESSOR, the rents shall be paid up to the time of such damage and destruction, and thereafter cease until the premises shall be fully restored; or, (2) LESSEE may give LESSOR written notice of its intention to cancel this agreement in its entirety as of the date of such damage or destruction.

Section 18. DEFAULT. Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty (30) days to remedy the default. This period may be extended by a written agreement of the parties. If LESSEE defaults in the payment of any charges due or fails to perform any obligation under this lease and does not cure the default within thirty (30) days after written notice thereof, LESSOR may at its option terminate this lease. LESSOR may enforce its remedies by seeking damages, eviction, injunction or any other equitable remedy.

Section 19. SUBORDINATION. LESSEE agrees to subordinate its interest in and to the leased premises to any first mortgage lien placed on the premises by LESSOR during the term of the lease or any extension thereof and, subject to its attorney's approval as to form only, to execute any subordination agreement requested by such mortgagee of LESSOR.

Section 20. TERMINATION BY LESSEE. Notwithstanding any language herein to the contrary, LESSEE may terminate this lease and all of its obligations thereunder in the event the Dane County Board of Supervisors at any time during the term of this lease, requires the closing of NECZ at the leased premises or LESSEE's Guarantor, Oscar Rennebohm Foundation, Inc., fails to pay sufficient funds to support LESSEE'S continued tenancy under this lease. Any such termination shall require a minimum ninety (90) days written notice to LESSOR.

Section 21. NONDISCRIMINATION. During the term of this lease LESSOR agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an applicant for employment, a tenant or an applicant for tenancy. 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. LESSOR agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. 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 by state or federal law.

Section 22. AFFIRMATIVE ACTION. LESSOR is subject to this paragraph only if LESSOR has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSEE. LESSOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Lease and failure to do so by said date shall constitute grounds for immediate termination of this Lease by LESSEE. LESSOR shall also, during the term of this Lease, provide copies of all announcements of employment opportunities to LESSEE's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected.

Section 23. EQUAL OPPORTUNITY EMPLOYER. In all solicitations for employment placed on LESSOR's behalf during the term of this Lease, LESSOR shall include a statement to the effect that LESSOR is an "Equal Opportunity Employer".

Section 24. RECORDS. LESSOR agrees to furnish all information and reports required by LESSEE's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Lease. This Lease upon execution is a public record.

Section 25. ACCESS FOR PHYSICALLY DISABLED. LESSOR shall maintain access to the premises for the physically disabled as specified in Section 101.13 of the Wisconsin Statutes, COMM 61.05 of the Wisconsin Administrative Code, and the Americans with Disabilities Act, as applicable, and all amendments thereto.

Section 26. NO WAIVER. No failure or delay on the part of any party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right to enforce the same upon a subsequent default or breach.

Section 27. TIME OF ESSENCE. Time is of the essence as to all terms of this lease.

Section 28. SEVERABILITY. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 29. CAPTIONS. The captions of paragraphs appearing in this lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease nor in any way affect this lease.

Section 30. SUCCESSORS AND ASSIGNS. This lease shall bind and inure to the benefit of the parties hereto, their representatives, successors and assigns, except as otherwise herein specifically provided.

Section 31. THIRD PARTIES. This lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

Section 32. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this lease shall not be amended in any fashion except in writing executed by both parties.

Section 33. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Section 34. CHOICE OF LAW. This Lease shall be governed by the laws of the State of Wisconsin and any legal action shall be brought in Dane County.

IN WITNESS WHEREOF, LESSOR and LESSEE, by their respective authorized agents, have set their hands and seals to this Agreement which shall be effective as of the day and date by which both parties have executed this Agreement.

FOR LESSOR:
Sherman Plaza, Inc.

BY: Donald Bruns Date: 4/14/17
Donald Bruns, Secretary

FOR LESSEE:
The County of Dane:

BY: _____ Date: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____ Date: _____

Scott McDonell
COUNTY CLERK

NECZ, 2830 Dryden Dr.

Addendum

