

Dane County Contract Cover Sheet

Dept./Division	Dane County Extension/Financial Education Center
Vendor Name	Community Development Authority of the City of Madison (CDA)
Vendor MUNIS #	11091
Brief Contract Title/Description	This is a 4 month space use agreement with the CDA for the Voluntary Income Tax Assistance Partnership Project at the Village on Park; includes an option to renew for next tax season.
Contract Term	December 1, 2019 through April 30, 2020
Total Contract Amount	\$ 250.00

Contract # <small>Admin will assign</small>	13820
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input checked="" 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 type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (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 #	319
<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2019

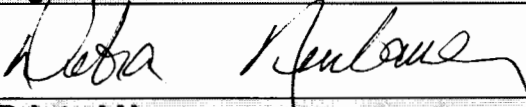
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
-------------------------	---

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MB	Received by DOA	10/23/19		
W	Controller		10/24/19	
Cre	Purchasing	10/24/19	10/24/19	
	Corporation Counsel	10/23/19	10/23/19	
	Risk Management	10/23/19	10/23/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Kristine Koval
Phone #	608-224-3761	Phone #	608-267-8723
Email	smith.sharene@countyofdane.com	Email	kkoval@cityofmadison.com
Address	5201 Fen Oak Dr., #208, Madison, WI 53718	Address	215 Martin Luther King Jr. Blvd, Ste. 325, Madison, WI 53703

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
		10/18/19
	Printed Name	
	Debra Neubauer	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

AUTHORIZING TEMPORARY SPACE USE AGREEMENT FOR DANE COUNTY
EXTENSION FINANCIAL EDUCATION CENTER AT THE VILLAGE ON PARK

The Dane County Extension Financial Education Center (FEC) was established in 2005 to increase the financial literacy skills of residents in Dane County thereby empowering them to achieve financial security. Each year, approximately 1,500 participants receive financial education through the FEC through multi-session courses, seminars, workshops with partnering organizations, and one-on-one coaching. In addition, the FEC provides leadership to the Volunteer Income Tax Assistance Partnership Project (VITA) in South Madison. The project provides free tax preparation for low-wage workers, seniors, and those with disabilities. The FEC has been operating out of the Village on Park since its inception in 2005.

In order to provide VITA services, FEC requires office and storage space. The Community Development Authority of the City of Madison (CDA) has agreed to provide approximately 191 square feet of space for VITA services. The fee for using the space from December 1, 2019 through April 15, 2020 is \$50.00 per month. CDA is including one five month renewal option under the same monthly fee, terms and conditions in this agreement.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the Temporary Space Use Agreement on the terms and conditions outlined above with the CDA; and

BE IT FURTHER RESOLVED that funds in the amount of \$250.00 are available in account EXTENSN 21030 to pay the fee;

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

FOUNDERS | 3

TEMPORARY SPACE USE AGREEMENT

The **Community Development Authority of the City of Madison**, a redevelopment authority created under Section 66.4325, Wis. Stats., (the "CDA") being the owner of the property hereinafter described (the "Property"), does grant, set over and convey on this day __ of October, 2019 unto the **County of Dane**, a Wisconsin municipal corporation ("User"), its agents and contractors, a Temporary Space Use Agreement ("Agreement") upon the Property.

WITNESSETH:

WHEREAS, the CDA is the owner of The Village at Park (the "Property") located at 2300 S. Park Street, Madison, Wisconsin. See Exhibit A for legal description; and

WHEREAS, the User desires to occupy and use a portion of the Property as depicted in the attached Exhibit B (the "Premises") situated in the north end of the Property (the "North Building"), as office and storage space on a short-term basis, and the CDA is agreeable to such occupancy and use.

NOW, THEREFORE, it is mutually agreed as follows:

1. Premises. The CDA hereby grants the User the right to occupy and use Premises, the location of which is noted on the attached Exhibit B as "Office 79" (the "Premises"), pursuant to the provisions herein.
2. Term. This Agreement shall be for a term of approximately five (5) months commencing on December 1, 2019 and expiring on April 30, 2020 (the "Expiration Date"), unless terminated earlier in accordance with the provisions herein.

Option to Renew: So long as User has not been in default during the tenancy of the Agreement, User shall have one (1) renewal option term of five (5) months beginning on 12/1/2020 and terminating on April 30, 2021-unless terminated earlier by the CDA in its sole discretion by giving the User 45 days written notice. User must provide written notice 60-days prior to the beginning of the renewal option date, that User intends to exercise its option.

3. Hold Over. The User shall surrender the Premises upon the Expiration Date or termination of this Agreement. Any holdover not consented to by the CDA in writing shall not result in a new period of use or interest and, in such case, the CDA may treat the User as trespassers.
4. Use. The User will occupy and use the Premises for storage purposes and office use only and for no other purposes whatsoever without the CDA's prior written consent, which consent the CDA may withhold in its sole discretion. User is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities.

5. User Fee.

- a. During the term of this Agreement, the User shall pay to the CDA a "User Fee" of Fifty and 00/100 Dollars (\$50.00) per month.
- b. Throughout the term of this Agreement the User Fee shall be payable in advance on or before the 1st of each month.
- c. The User Fee is to be made payable to the CDA and sent or personally delivered to the address provided in Paragraph 13.

6. Maintenance. The User shall, at its own expense, keep and maintain the Premises in a clean and presentable condition and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, removal of garbage and debris.

Notwithstanding the foregoing, the User shall be responsible for the cost and expenses of any repairs/replacements to the Premises required by reason of acts or omissions of the User, its employees, agents, invitees, vendors, licensees or contractors.

7. Special Conditions:

- a. The User accepts the Premises in "as-is" condition. Any modifications to the Premises by the User shall be subject to the prior written approval of the CDA and shall be at the User's sole cost and expense.
- b. The User shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.).
- c. The User shall be responsible for keeping the Premises and North Building secure.
- d. The CDA is providing User with two (2) access cards to the Premises/North Building to only be used by User's staff. Upon termination of the Agreement, User shall return the two access cards to the CDA.
- e. All property belonging to the User, its employees, agents and invitees shall be at the risk of the User, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof, unless caused by the negligence of the CDA, its employees, contractors or invitees.

8. Insurance and Indemnification. 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.

9. **Hazardous Substance.** The User represents and warrants that its use of the Premises will not generate any hazardous substance, and they will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property.
10. **Default.** In the event of the User's default hereunder and the User's failure to cure the same within one day after the CDA gives the User written notice thereof, the CDA, shall pursue all other rights and remedies accorded by law or in this Agreement and shall have the right to immediately terminate this Agreement and remove the User from the Premises.
11. **Right of Entry.** The CDA or its representatives shall have the right to enter upon the Premises at any time.
12. **Assignment.** The User shall not assign this Agreement or allow any other persons or entities to use the Premises, or any portion thereof, without the prior written consent of the CDA, which consent the CDA may withhold in its sole discretion.
13. **Notices.** All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent US Postal Service or email, to the address of the parties specified below:

For the CDA:

Eric Boswell, Property Manager
Hatchery Hill Towne Center
c/o Founders 3 Real Estate
3000 Cahill Main, Suite 213
Fitchburg, WI 53711
Email: eboswell@founders3.com

For the User:

The County of Dane
Dane County-Extension Financial
Education Center
5201 Fen Oak Drive, Suite 138
Madison, WI 53718-8827
Attn: Financial Education Center Director
Email: neubauer@countyofdane.com

14. No Waiver. Failure or delay on the part of any party to enforce any of the terms, covenants, and conditions of this Agreement shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Agreement, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
15. Removal and Disposal of Personal Property. Upon the Expiration Date or termination of this Agreement, the User shall remove all personal property from the Premises. If the User leaves any personal property on the Premises, the CDA shall have the right to dispose of said property, without liability, five (5) days after the User vacates the Premises.
16. Rights upon Expiration or Termination. Upon the Expiration Date or termination of this Agreement, the User's rights in the Premises shall cease, and the User shall immediately surrender the Premises, subject to the provisions of Paragraph 15.
17. Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Agreement are contained in this Agreement. No alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless in writing and signed by all parties. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document.
18. Severability. If any term or provision of this Agreement or the application thereof to the CDA or the User or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to the CDA or the User or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. Non-Discrimination. In the performance of the services under this Agreement, the User agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, 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. The User further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
20. Definition of CDA and User. The terms "CDA" and "User" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Agreement shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
21. Joint and Several Liability; Forfeiture. The User shall be jointly and severally liable for all terms and conditions, including payments, of this Agreement.

Dated this 23 day of October 2019.

**FOUNDERS 3 – PROPERTY MANAGEMENT FOR
THE COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON,**

By: Eric A Boswell
Eric Boswell, Founders 3

The undersigned, on behalf of The County of Dane, agrees to and accept the terms and conditions contained in this Agreement.

COUNTY OF DANE
A Wisconsin municipal corporation

BY: _____ Date: _____
Joseph T. Parisi, County Executive

BY: _____ Date: _____
Scott McDonell, County Clerk

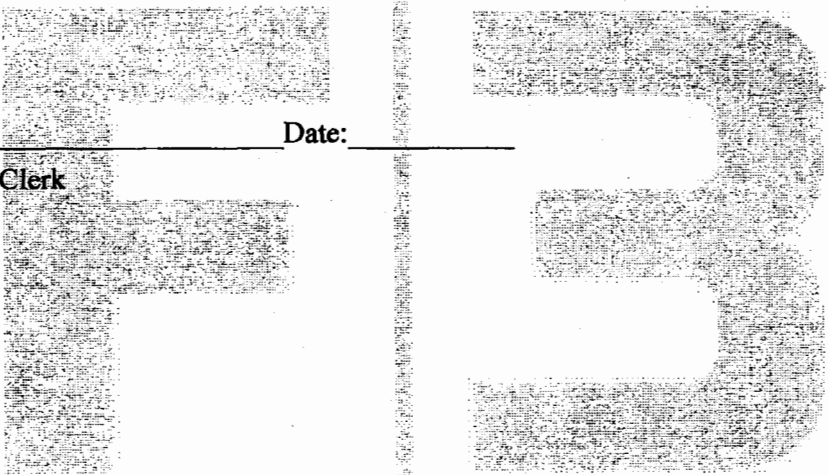


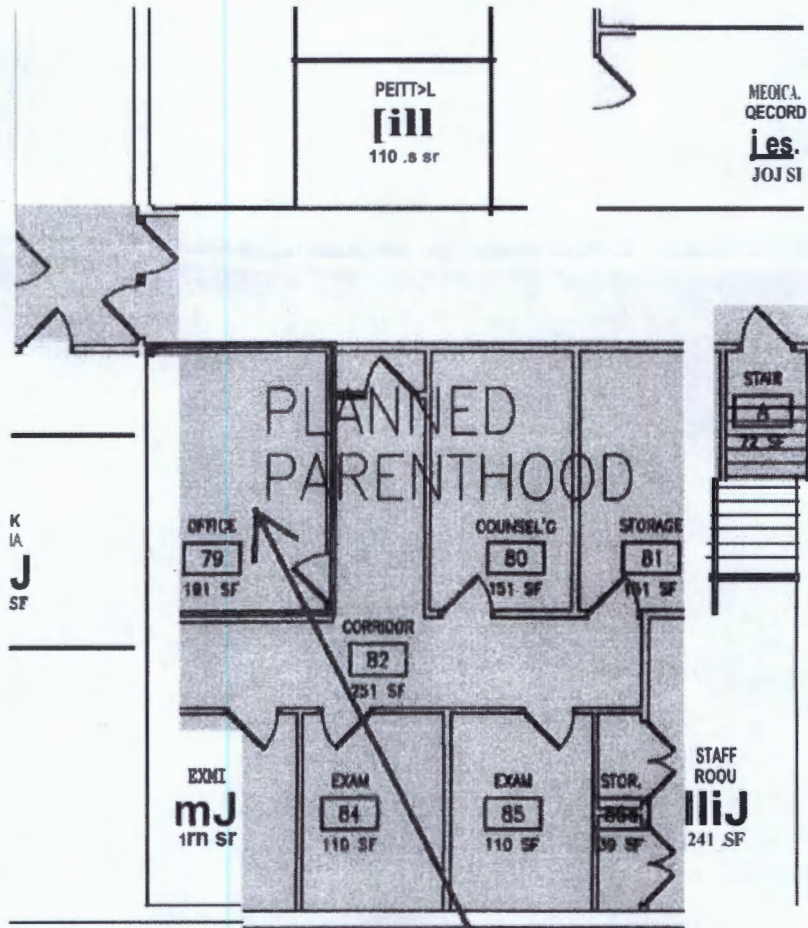
EXHIBIT A

Property Legal Description

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

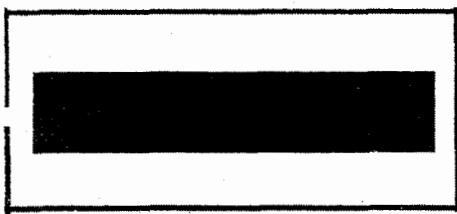
Tax Parcel No.: 251-0709-352-0406-9

EXHIBIT B



Premises

EXHIBIT "C"



PROPERTY RULES AND REGULATIONS

Landlord is defined herein to be either the CDA and/or its agent Founders3 (the "Landlord")

1. Users, vendors and contractors are to abide by all Building rules & regulations, including certificate of insurance requirements. Certificates of Insurance are to be kept current on file in the Founders 3 Real Estate Office. Certificates of Insurance must have these requirements prior to commencing work on the property.
2. User shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Building. The Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any User normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Agreement, no User and no employee or invitee of any User is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
3. User shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. User shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises which materially obstructs, materially interferes, or materially injures Landlord or other tenants, nor shall User bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Except as specified in User's Plans or the Agreement, User shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.
5. User shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's cooling system by complying with any reasonable governmental energy saving rules, laws or regulation of which User has actual notice and which does not adversely affect the conduct of User's business. The Landlord set back suite thermostats in a manner to reduce energy during times when the premises is not occupied. Please contact Founders 3 Real Estate regarding hours relating to the setback schedule for your thermostat.
6. Landlord reserves the right to exclude from the Building between the hours of 9 pm to 7:00am (Monday - Friday); before 9 a.m. and after 4 p.m. on Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Landlord's security

personnel. Landlord reserves the right to prevent access to the building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.

7. All water faucets or other water apparatus, and except with regard to User's computers and other equipment, which requires utilities on a twenty-four hour basis, all electricity switches should be shut off before User and its employees leave the Premises.

8. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.

9. Landlord reserves the right to exclude or expel from the Property any person who, in Landlord's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Property.

10. User shall not place in any trash receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All refuse disposal by User shall be made in accordance with directions issued by Landlord.

11. User shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord and that are consistent with the Agreement or any governmental agency.

12. Landlord shall enforce the Rules and Regulations in a non-discriminatory manner. If Landlord agrees to less burdensome or more favorable rules and regulations for the benefit of any other tenant, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable rules and regulations.

13. These Rules and Regulations are in addition to the terms, covenants and conditions of the Agreement for use of Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Agreement, the Agreement shall control.

14. Smoking is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.

15. Landlord reserves the right to make reasonable additions and modification to the Rules and Regulations.