

Dane County Contract Cover Sheet

RES 090

Dept./Division	Administration
Vendor Name	Dane County Employee Group Rep 705
Vendor MUNIS #	25448
Brief Contract Title/Description	Lease Room GB05 at Badger Prairie Health Care Center
Contract Term	7/1/20 - 12/31/20
Total Contract Amount	\$ 1,038.00

Contract # <small>Admin will assign</small>	14078
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" 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"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (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 #	090
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/20/20		
ch	Controller		7/20/20	approval via email
cac	Purchasing		7/20/20	approval via email
dq	Corporation Counsel		7/20/20	approval via email
dl	Risk Management		7/20/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name		Name	
Phone #		Phone #	
Email		Email	
Address		Address	

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
	Printed Name	
	Greg Brockmeyer	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, July 20, 2020 10:55 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14078
Attachments: 14078.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/20/2020 11:14 AM	Approve: 7/20/2020 11:15 AM
	Clow, Carolyn	Read: 7/20/2020 10:55 AM	Approve: 7/20/2020 6:31 PM
	Gault, David	Read: 7/20/2020 11:11 AM	Approve: 7/20/2020 11:14 AM
	Lowndes, Daniel		Approve: 7/20/2020 12:23 PM
	Stavn, Stephanie	Read: 7/20/2020 1:10 PM	

Contract #14078
Department: Administration
Vendor: Employee Group Representative Local 705
Contract Description: Lease for Space at Badger Prairie Health Care Center (Res 090)
Contract Term: 7/1/20 – 12/31/20
Contract Amount: \$1,038.00

Thanks much,
Michelle

Michelle Goldade

Administrative Assistant II
Dane County Department of Administration
Room 362, 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

1
2
3 **2020 RES-090**

4 **APPROVING A LEASE FOR SPACE AT BADGER PRAIRIE HEALTH CARE CENTER**

5 A lease agreement between the County and Employee Group Representative 705 for office
6 space at Badger Prairie Health Care Center has been negotiated.

7
8 The agreement commences on July 1, 2020 and expires on December 31, 2020. Under the
9 agreement, the Employee Group Representative would be entitled to the exclusive use of
10 Room GB-05 at Badger Prairie Health Care Center for 6 months. The agreement may be
11 renewed by the agreement of both parties. Dane County would receive a lease payment of
12 \$1,038.00 for six months. The payment amount will be renegotiated each year after the
13 first, if the lease is renewed.

14
15 This agreement requires County Board approval.

16
17 **NOW, THEREFORE, BE IT RESOLVED** that the County Executive is authorized to
18 execute on the behalf of Dane County the lease agreement with Employee Group
19 Representative 705, Inc.
20

LEASE

THIS LEASE, by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation and Employee Group Representative 705, Inc. (hereinafter "LESSEE"), a Wisconsin Non-Profit Corporation, is entered into as of the date representatives of both parties have affixed their respective signatures.

WITNESSETH

Section 1. LEASED PREMISES. LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations and stipulations hereinafter set forth, does hereby demise, lease and let unto LESSEE a certain part of the premises at 1100 E. Verona Ave, in the City of Verona, Wisconsin, more fully described as follows:

A total of approximately 104 square feet in Room GB05 Badger Prairie Health Care Center, plus the non-exclusive use of certain common spaces in the building located at 1100 E Verona Ave, Verona, Wisconsin 53593 (hereinafter "Leased Premises.")

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During the Term, LESSEE shall be entitled to the exclusive use of the Leased Premises for the purposes of storing documents and other records created as a result of providing services related to employee representation, or any other lawful use with the consent of LESSOR, such consent not to be unreasonably withheld.

Section 3. TERM. The term of this lease shall be for six (6) months, commencing on the first day of July, 2020 and ending on the thirty-first day of December, 2020 ("TERM"), unless terminated *CR* sooner as provided herein. This lease may be renewed upon the written agreement of the parties.

Section 4. RENTS. As rent for the leased premises, LESSEE shall pay to LESSOR at Room 425 City-County Building, 210 Martin Luther King Jr. Boulevard, Madison, WI 53703 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$1,038.00 for the Term.

Section 5. ALTERATIONS PROHIBITED. LESSEE shall make no changes, alterations, additions or improvements to the Leased Premises or parts thereof without the prior written consent of LESSOR.

Section 6. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 7. CONDITION OF PREMISES. LESSEE has examined the premises and accepts them in their present condition, and will at all times keep the premises in a neat, clean, safe and

sanitary condition. Upon termination or expiration of this Lease, LESSEE shall return the Leased Premises to its original condition, normal wear and tear excepted.

Section 8. 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, and the plumbing, heating, electrical and other mechanical systems.

Section 9. REMOVAL OF FIXTURES. LESSEE may at any time during the Term or upon termination or expiration of this lease, provided LESSEE is not in default, remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal and restore the Leased Premises to its original condition.

Section 10. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR 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 the building of which the Leased Premises are a part, and exhibiting the said premises to a subsequent lessee. LESSOR may enter Leased Premises at any time to respond to emergency conditions.

Section 11. LIABILITY, INDEMNIFICATION. LESSEE agrees to indemnify and hold LESSOR harmless against and from any and all loss, liability, claims or expense, including reasonable attorney's fees, arising from bodily injury, including death, or property damage to any third person caused by the negligent or willful acts or omissions of LESSEE, its board of directors, officers, employees, or agents, except to the extent the same are caused by the negligence or misconduct of LESSOR, its officers, employees, or agents.

Section 12. NOTICES. If at any time, it shall become necessary or desirable 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 or demand or communication shall be in writing and shall be served personally or by certified mail addressed to the addresses set forth below. 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. Notices to LESSOR shall be sent to the Dane County Real Estate & Acquisition Director, Room 208, 5201 Fen Oak Drive, Madison, WI 53718, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Carl Williams, at the following email address: williams.carl@countyofdane.com.

Section 13. RULES. 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. Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days advance written notice containing the reasons for termination. In the event of termination rent already paid shall be prorated.

Section 14. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the Leased Premises and the adjacent common areas. LESSEE agrees such rules and regulations may be rescinded, amended or added to by LESSOR for the proper use, welfare and enjoyment of all tenants and patrons of the building. Any violation of such rules and regulations which is not remedied within thirty (30) days after receipt of notice therefore from LESSOR shall constitute a default entitling LESSOR to re-enter the Leased Premises and remove LESSEE and to use any other remedies available to LESSOR.

Section 15. UNFITTABLE PREMISES. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered unfittable, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises unfittable but capable of being repaired in sixty (60) days, 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 fittable. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain unfittable for more than sixty (60) days, LESSEE shall have the following options: (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) if within one hundred eighty (180) days after the time of the damage or destruction the premises have not been repaired or reconstructed for LESSEE's use or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this Lease in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only and bears or implies no reference to contents.

Section 16. ABANDONMENT. If at any time during the term of this lease, LESSEE abandons the Leased Premises or any part thereof, LESSOR may, at LESSOR's option, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to LESSEE for damages or for any payment of any kind whatever. If LESSOR's right of reentry is exercised following abandonment of the Leased Premises by LESSEE, then LESSOR shall consider any

personal property belonging to LESSEE and left on the Leased Premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and Landlord is hereby relieved of all liability for doing so.

Section 17. INSURANCE REQUIRED. LESSOR shall not be responsible for the personal property of LESSEE, its directors, guests, invitees, agents employees or officers. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its directors, guests, invitees, agents, employees or officers which is located on the Leased Premises.

Section 18. LESSEE'S OBLIGATIONS. LESSEE agrees to pay the rents at the times and in the manner aforesaid during the Term of the Lease, and at the expiration thereof, or earlier termination of the Lease for any cause, to deliver up the Leased Premises to LESSOR peacefully and quietly in the condition called for by the terms of this Lease, normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the Leased Premises; that it will use the same for the above-named purpose only; that it will conduct its business or activities on the Leased Premises so as to keep the premiums of any insurance on any policy covering the Leased Premises at a reasonable rate considering LESSEE's use of the premises; that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the insurance company or companies that may insure the Leased Premises; and that it will observe and comply with at its own cost and expense, all applicable regulations, ordinances or laws, in connection with conducting its business or activities thereon. Building structure operations and maintenance responsibilities of the LESSOR are not diminished or otherwise affected by LESSEE's obligations listed in this section.

Section 19. DEFAULT BY EITHER PARTY. 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 days to remedy the default. This period may be extended by written agreement of the parties.

Section 20. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rents reserved herein and performing the covenants and agreements herein contained in its part, LESSEE shall at all times during the Term peaceable and quietly have, hold and enjoy the Leased Premises.

Section 21. TERMINATION BY LESSOR. Notwithstanding any language herein to the contrary, LESSOR 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 authorizes the closing of

the building or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this Lease. Any such termination shall require a minimum of thirty (30) days' written notice to LESSEE.

Section 22. NON-DISCRIMINATION. During the term of this Lease, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. 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(s). LESSEE agree 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 in state or federal law.

Section 23. AFFIRMATIVE ACTION. Lessee is subject to this paragraph only if LESSEE has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSOR. LESSEE 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 LESSOR. LESSEE shall also, during the term of this Lease provide copies of all announcements of employment opportunities to LESSOR'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 24. EQUAL OPPORTUNITY EMPLOYER. In all solicitations for employment placed on LESSEE's behalf during the term of this Lease, LESSEE shall include a statement to the effect that Lessee is an "Equal Opportunity Employer."

Section 25. RECORDS. LESSEE agrees to furnish all information and reports required by LESSOR's Contract Compliance Officer as the same relate to affirmative action and non-discrimination, 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.

Section 26. 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 and acts amendatory thereto.

Section 27. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.

Section 28. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

Section 29. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 30. PARTIAL INVALIDITY. 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 circumstance 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 31. 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 32. SUCESSORS AND ASSIGNS. This Lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors and assigns, except as otherwise herein specifically provided.

Section 33. 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 34. 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 35. 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.

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 LESSEE:

Employee Group Representative 705, ~~inc.~~ *CR*

BY: Cassandra L Riley
Cassandra Riley
Secretary / Treasurer, Local 705

Date: 7/12/2020

FOR LESSOR:

COUNTY OF Dane County

BY: _____

Date: _____

County Executive

BY: _____

Date: _____

County Clerk