

Dane County Contract Cover Sheet

Dept./Division	Human Services / CYF
Vendor Name	LORA L GARRETT AND REY ANTHONY CLARK
Vendor MUNIS #	16295
Brief Contract Title/Description	LEASE OF 3 APTS AT 5810 RUSSETT RD, APTS 1,2,3 FOR JFF AND ECI OFFICES. \$2,475/MO FOR ALL 3 OFFICES. 2019 ACCTS 52355R 20511 ECI RENT \$17,790.00 52355 20511 JFF RENT \$11,910.00 \$\$ is already in budget
Contract Term	1/1/2019 TO 12/31/2019
Total Contract Amount	\$29,700.

	13576
Addendum	<input type="checkbox"/> Yes <input checked="" 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 - Fast 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 type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req # 651	Org Code	Obj Code	Amount	\$
Year 2019	Org Code	Obj Code	Amount	\$

Resolution /Addendum Form/ N/A	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 checked="" type="checkbox"/> Resolution is required.	Res # 2018 Year 460
	<input type="checkbox"/> Addendum Form required.	
<input type="checkbox"/> N/A		

Domestic Partner Does Domestic Partner Equal Benefits Requirement Apply? Yes No

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
Ma	Received by DOA	12/20/18		
CU	Controller		12/21/18	
Jac	Purchasing	12/20/18	12/20/18	
DA	Corporation Counsel	12-21-18	12/26/18	
DA	Risk Management	12/21/18	12/21/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	LORA GARRETT & REY ANTHONY CLARKE
Phone #	608-242-6391	Phone #	
Email	Larson.spring@countyofdane.com	Email	
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	2202 ASPEN RD, MADISON WI 53711

Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	kc	11/19/2018
	c. Program Manager Name	CHANCE	h. Supervisor	CU	11-19-18
	d. Current Contract Amount	\$	i. Corporation Counsel	DA	11-20-18
	e. Adjustment Amount	\$	j. To Provider		
	f. Revised Contract Amount	\$	k. From Provider		

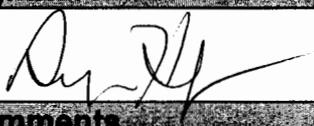
Department Head Approval/Lynn Green, Director

Lynn Green

Certification:

The attached contract is a:

 Dane County Contract without any modifications. Dane County Contract with modifications.
The modifications have been reviewed by: Non-standard contract.**Contracts Exceeding \$100,000****Major Contracts Review – DCO Sect. 25.11(3)**

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		11-20-18
	Comments	

Memorandum

To: Joe Parisi
CC: Sharene Smith, Lynn Green, Martha Stacker, Amanda DePagter
From: David Marshall, Dane County Department of Human Services
Date: 11/9/2018
Re: JFF/ECI Russett Road Lease

The attached resolution is to renew a lease with Rey Anthony Clarke and Lora Garrett, for a combined Human Services Joining Forces for Families and Early Childhood Initiative space at 5810 Russett Road #1, #2 and #3 in Madison, Wisconsin. The twelve month lease is from 01/01/19 to 12/31/19. The rental rate is \$2,475 per month for a total of \$29,700 per year. All utilities are included except for electricity, gas for water heaters and telephone. This rent is included in the 2019 JFF/ECI budget line.

LEASE

THIS LEASE, made and entered into by and between Rey Anthony Clarke and Lora Garrett (hereinafter referred to as "LESSOR"), and County of Dane (hereinafter referred to as "LESSEE"):

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 lease unto LESSEE office space more particularly designated and known as the Joining Forces for Families Office (#1) and the Early Childhood Initiative Office (#2 & #3), 5810 Russett Road #1, #2 and #3, Madison, WI 53711. Hereinafter this property is referred to as the "leased premises".

Section 2. **EXCLUSIVE USE OF LEASED PREMISES.** During the term of this Lease LESSEE shall be entitled to the exclusive use of the leased premises for the purpose of operating and conducting the business of a community office site for the Dane County Human Services Department or any other lawful use with the consent of LESSOR, which consent shall not be unreasonably withheld.

Section 3. **LEASE TERM.** The term of this lease shall be for a period of one year, beginning on 1/01/19 running through 12/31/19.

Section 4. **RENTS.** As rent for the leased premises LESSEE shall pay to LESSOR, Rey Anthony Clarke and Lora Garrett, 2202 Aspen Road, Madison, WI 53711 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$2,475 per month for a total of \$29,700 per rental year.

Section 5. **RENTAL ADJUSTMENTS.** There are no rental adjustments for the one-year term of this lease.

Section 6. **RENEWAL OPTION.** LESSEE shall have the option to renew this lease upon the same terms for an additional one (1) year term under the terms and conditions set forth in this lease. Notification of LESSEE's intention to exercise its option to renew shall be delivered in writing to LESSOR at least 60 days before the expiration of the original term of this lease.

Section 7. **UTILITIES AND CERTAIN SERVICES.** LESSOR shall be responsible for and furnish at its own expense all utilities except electricity, gas for the hot water heaters and telephone, required for LESSEE's use of the premises. Snow removal is the responsibility of the LESSOR. Lawn care maintenance is the responsibility of LESSOR.

Section 8. **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 9. **NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet, or assignment of this lease unless in writing, consented to by LESSOR.

Section 10. **REPAIRS.** LESSEE agrees to keep and maintain the lease premises in good repair and condition except for damage by fire not occurring by fault of LESSEE. LESSOR shall

make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, foundation, parking lot and major mechanical systems.

Section 11. REMOVAL OF FIXTURES. LESSEE may upon termination or expiration of this lease remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal.

Section 12. LESSOR'S ACCESS TO LEASED PREMISES. 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, preventing waste and exhibiting the said premises to prospective tenants or purchasers.

Section 13. INDEMNIFICATION.

Each party shall be responsible for the consequences of 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 be responsible only 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.

Section 14. 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 shall be served or given by certified mail addressed to a party's address as 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 aforesaid, with postage properly prepaid.

Notices to LESSEE shall be sent to Dane County Real Estate Officer, 5201 Fen Oak Drive, Room 208 – Madison, WI 53718 or such other official as LESSEE may from time to time designate in writing.

Notices to LESSOR shall be to Rey Anthony Clarke and Lora Garrett, 2202 Aspen Road – Madison, WI 53711, or such other agent as LESSOR may from time to time designate.

Section 15. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the leased premises, apartment community or be a nuisance or menace to neighboring property or neighboring tenants within the building LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the demised premises

Section 16. 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 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 provided that any such rescission, amendment or addition (i) shall apply to all tenants equally and (ii) shall not unreasonably interfere with LESSEE's planned use of the premises. LESSEE shall have five (5) days advance written notice of any such rescissions, amendments or additions, and in the event LESSEE shall object thereto in writing, such rescissions, amendments or additions shall not become effective as against LESSEE until LESSEE and LESSOR have negotiated and reached agreement therein. If LESSEE is unable to accept LESSOR's revised, rescinded, or amended Rules and Regulations after fourteen (14) days, LESSEE shall have the right to terminate its lease with a thirty (30) day notice. Any violation of existing or property amended rules and regulations which continues or is not remedied within fourteen (14) days after receipt of notice thereof from LESSOR shall constitute a material default in the lease entitling LESSOR to re-enter the premises and remove LESSEE and to use any other remedies available to LESSOR.

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 is so extensive as to render the premises untenable but capable of being repaired LESSOR shall give LESSEE a good faith estimate of the amount of time necessary to repair the premises to tenable condition. , LESSEE at its option may terminate the lease. If LESSEE does not terminate the lease, the premises 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.

Section 18. INSURANCE REQUIRED. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its agents, employees or officers, which is in the space. LESSOR is not responsible for the personal property of LESSEE.

Section 19. LESSEE'S OBLIGATIONS. During the term of this lease LESSEE agrees to pay the rents at the times and in the manner set forth herein. At the expiration hereof or earlier termination of the lease for any cause, LESSEE agrees 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 purposes only; that it will observe special care and caution to preserve the leased premises from damage or injury by fire or otherwise; 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 the lowest reasonable rate consistent with 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 fire 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 ordinances or laws, rules and regulations of the County of Dane and the State of Wisconsin, and any agency thereof in connection with conducting its business or activities thereon.

Section 20. LESSOR'S OBLIGATIONS. Lessor will be responsible, at its own cost, for maintaining in good order all mechanical systems, including heating, water, sewer, other plumbing,, and all structural repairs.

Section 21. **DEFAULT OF LESSEE.** It is mutually understood and agreed that in case default be made in the payment of the rents above stipulated, provided that if LESSEE fails to cure such default within fifteen (15) days after notice thereof is given to it by LESSOR, or in case of noncompliance with the other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by LESSEE provided LESSEE fails to cure such non-compliance within ten (10) days after notice thereof is given to it by LESSOR, then and in any such event it shall be lawful for LESSOR, his agents, attorneys or assigns, at any time thereafter at the election of LESSOR, in addition to any and all other remedies provided by law or this lease, to declare said term ended and again to possess and enjoy the leased premises as before this lease.

Section 22. **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 on its part, LESSEE shall at all times during said term peaceably and quietly have, hold and enjoy the leased premises.

Section 23. **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 to execute any subordination agreement requested by such mortgagee of LESSOR.

Section 24. **NONDISCRIMINATION.** In the performance of the services under this lease, LESSOR and LESSEE agree not to discriminate 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, political beliefs or student status. LESSOR and LESSEE further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this lease because of race, religion, color, age, disability, sex or national origin.

Section 25. **EQUAL OPPORTUNITY EMPLOYER AND LANDLORD.** LESSOR and LESSEE shall in all solicitations for employment or tenancy placed on either's behalf, state that LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

Section 26. **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 affect the right of the party to enforce the same upon a subsequent default or breach.

Section 27. **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 28. **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 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 or 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.

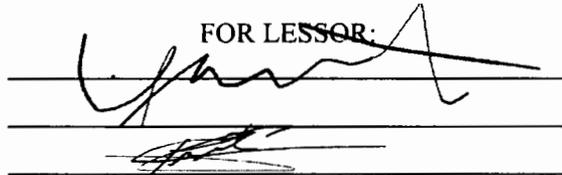
Section 30. SUCCESSORS AND ASSIGNS. This lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns except as otherwise herein specifically provided.

Section 31. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change, or addition to or of this lease shall be binding upon LESSOR or LESSEE unless the same is reduced to writing and signed by the parties.

Section 32. CONSTRUCTION. This lease will be interpreted according to the laws of Wisconsin and any action will be venued in Dane County. The lease will not be construed against the drafter.

IN WITNESS WHEREOF, LESSOR and LESSEE, by their respective authorized agents, have set their hands and seals as of the day and date first set forth above.

FOR LESSOR:



Rey Anthony Clarke and Lora Garrett, Owners

FOR LESSEE:




Joseph T. Parisi, County Executive




Scott McDonell, County Clerk