

Res 287

# CONTRACT COVERSHEET

**NOTE: Shaded areas are for County Executive review.**

<b>DEPARTMENT</b> Administration	<b>CONTRACT/ADDENDUM #:</b> <div style="text-align: center; font-size: 1.2em;">11829</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<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: From: <u>4/1/14</u> To: <u>3/31/16</u>																												
4. Amount of Contract or Addendum <b>\$20,405.96</b>																												
5. Purpose: Authorizes a lease with Dane County Court Appointed Special Advocates for 955 square feet of space in the City-County Building.																												
6. Vendor or Funding Source: <b>Dane County CASA, Inc.</b>																												
7. MUNIS Vendor Code: <b>9271</b>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received		<u>3-18-14</u>	
<u>CA</u> Controller			<u>3/20/14</u>
<u>MC</u> Corporation Counsel		<u>3-21-14</u>	<u>3-21-14</u>
<u>RA</u> Risk Management		<u>3/20/14</u>	<u>3/21/14</u>
<u>YL</u> ADA Coordinator		<u>3/20/14</u>	<u>3/21/14</u>
<u>CS</u> Purchasing Agent		<u>3/21/14</u>	<u>3/21/14</u>
_____ County Executive			

<b>Vendor Name &amp; Address</b>	
Dane County CASA, Inc. 210 Martin Luther King Jr Blvd, Room 356 Madison, WI 53703	
<b>Contact Person</b>	
David Mowery, Executive Director	
<b>Phone No.</b>	
608-261-9910	
<b>E-mail Address</b>	
david@danecountycasa.org	

**Footnotes:**

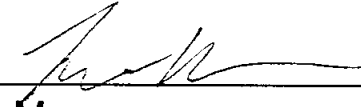
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b>	Name/Title: <u>Michelle Goldade</u>	Dept.: <u>Administration</u>
	Phone: <u>266-4941</u>	Mail Address: <u>Room 425, CCB</u>
	E-mail: <u>goldade@countyofdane.com</u>	

**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 copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel ~~which has not been changed since that review/development~~
- is a non-standard contract previously reviewed or developed by corporation counsel ~~which has been changed since that review/development~~; it is accompanied by a revision copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 3/17/11 Signed:   
 Telephone Number: 266-4519 Print Name: Travis Myren

**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: \_\_\_\_\_ 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: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>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).

## L E A S E

THIS LEASE, by and between the County of Dane (hereinafter referred to as "LESSOR") and Dane County CASA, Inc. (CASA) (hereinafter referred to as "LESSEE"),

### W I T N E S S E T H

**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 210 Martin Luther King Jr. Boulevard in the City of Madison, Wisconsin, more fully described as follows:

A total of approximately 955 square feet in Room 356 City County Building, plus the use of certain common spaces in the building located at 210 Martin Luther King Jr. Boulevard, Madison, Wisconsin 53703 (hereinafter "leased premises").

**Section 2. EXCLUSIVE USE OF LEASED PREMISES.** During said term LESSEE shall be entitled to the exclusive use of the leased premises for the purpose of operating and conducting the business of providing court services to clients under the auspices of the Court Appointed Special Advocates office 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 two (2) years, commencing on the first day of April, 2014 and ending on the thirty-first day of March, 2016, unless terminated sooner as provided herein.

**Section 4. RENTS.** As rent for the leased premises LESSEE shall pay to LESSOR at Room 424 City County Building, 210 Martin Luther King Jr. Boulevard, Madison, Wisconsin, 53703 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$20,405.96 for the two-year term.

The initial annual rent shall be \$10,027.50. LESSOR will pay to LESSEE equal quarterly payments of the applicable annual rent under this Lease, due in April, July, October, and January. The first payment will be due within two (2) weeks of the date that this Lease is approved by the Dane County Board of Supervisors. All subsequent quarterly payments must be paid by LESSOR to LESSEE within one (1) week of LESSOR's receipt of the quarterly purchase of service contract payment due and payable by LESSOR to LESSEE.

A portion or all of LESSOR's quarterly rental payments to LESSEE pursuant this Lease may be automatically deducted from the purchase of services contract payments due and payable by LESSOR to LESSEE, as agreed to from time to time by LESSOR and LESSEE.

**Section 5. RENTAL ADJUSTMENTS.** The annual rental rate shall be increased by three and one-half (3.5%) per cent over the immediately preceding lease year on the anniversary date of the lease.

**Section 6. RENEWAL OPTION.** LESSEE shall have the option to renew this lease for an additional two (2) two (2) year terms under the terms and conditions set forth in this lease. Notification of LESSEE's intention to exercise any option to renew shall be delivered in writing to LESSOR at least 120 days before the expiration of the original term or any successive renewal of this lease.

Effective April 1 of each year the annual rental shall be increased by three and one-half (3.5%) per cent over the immediately preceding lease year, with said annual rental payable quarterly in advance.

**Section 7. UTILITIES AND CERTAIN SERVICES.** LESSOR shall be responsible for and furnish at its own expense all water and sewer services and snow removal required for LESSEE's use of the leased premises. LESSOR shall also furnish at its own cost and expense all required HVAC and electricity for normal operations and shall promptly pay the charges therefor when due.

**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, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

**Section 10. 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.

**Section 11. 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 12. REMOVAL OF FIXTURES.** LESSEE may at any time during the term of this lease 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.

**Section 13. 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 or maintaining the building of which the leased premises are a part, and exhibiting the said premises to a subsequent lessee.

**Section 14. LIABILITY, INDEMNIFICATION, INSURANCE.** 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. LESSOR agrees to indemnify and hold LESSEE 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 LESSOR, its officers, officials, employees, or agents, except to the extent the same are caused by the negligence or misconduct of LESSEE, its directors, officers, employees, or agents.

**Section 15. 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 David Mowery, 210 Martin Luther King Jr. Blvd. Suite 356, Madison, WI 53703.

**Section 16. 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 demised 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 the termination. In the event of termination rent already paid shall be prorated.

**Section 17. 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 continues or is not remedied within thirty (30) days after receipt of notice thereof from LESSOR shall constitute a default entitling LESSOR to re-enter the premises and remove LESSEE and to use any other remedies available to LESSOR.

**Section 18. UNTENANTABLE 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 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 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 sixty (60) 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) 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 agreement 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 19. INSURANCE REQUIRED.** LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its directors, guests, business invitees, agents, employees or officers which is located on the leased premises provided that this section shall not be construed to relieve LESSOR of liability to LESSEE, its directors, guests, business invitees, agents, employees or officers for negligent acts or failures to act which are attributable to LESSOR, its agents, employees or officers.

**Section 20. LESSEE'S OBLIGATIONS.** LESSEE agrees to pay the rents at the times and in the manner aforesaid during the term of this 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 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 of the City of Madison and the State of Wisconsin, in connection

with conducting its business or activities thereon. Building structure, operations and maintenance responsibilities of the LESSOR are not diminished or otherwise effected by LESSEE's obligations listed in this section.

**Section 21. 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 a written agreement of the parties.

**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. 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 this field office or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this lease. Any such termination shall require a minimum one hundred twenty (120) days written notice to LESSEE.

**Section 24. NONDISCRIMINATION.** During the term of this lease LESSEE agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual reference, marital status, physical appearance, cultural differences, ancestry, arrest or conviction record, military participation, political beliefs, 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, any other form of compensation or level of service(s). LESSEE 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 in state or federal law.

**Section 25. 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 26. 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 27. RECORDS.** LESSEE agrees to furnish all information and reports required by LESSOR'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.

**Section 28. 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 (1991-92) and acts amendatory thereto.

**Section 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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:**  
Dane County CASA, Inc.

BY: David Mowery Date: 3-15-2014  
David Mowery  
EXECUTIVE DIRECTOR

**FOR LESSOR:**  
County of Dane:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK