

Dane County Contract Cover Sheet

Res 470
BAF# 20018
significant

Dept./Division	Human Services / EAWS
Vendor Name	818 W BADGER LLC
Vendor MUNIS #	30138
Brief Contract Title/Description	New five (5) years commercial lease agreement. First year's annual rent is \$70,518.00 or \$5,876.50 a month with a 3% increase each year thereafter.
Contract Term	3/1/2020 - 2/28/2025
Total Contract Amount	\$70,518 \$ 376,316.08

Contract # <small>Admin will assign</small>	13932
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 - 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 /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 # 470
	<input type="checkbox"/> Addendum Form required.		Year 2019
<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
<i>MG</i>	Received by DOA	2/10/20		
<i>CU</i>	Controller		2/14/20	
<i>GC</i>	Purchasing	2/14/2020	2/11/2020	
NA	Corporation Counsel	_____	_____	See "i" below
<i>RL</i>	Risk Management	2/11/2020	2/12/2020	
	County Executive			


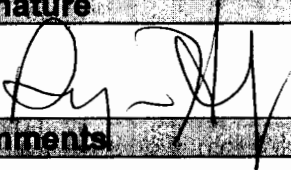
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	ERIKA SWEENEY
Phone #	608-242-6391	Phone #	608-257-2787
Email	Larson.spring@countyofdane.com	Email	sweeney@jekproperties.com
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	1214 Ann St, Madison, WI 53713

Human Services Only	a. Dane County Res. #	NA	Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	DX	2/4/20
	c. Program Manager Name	CHANCE	h. Supervisor	<i>CU</i>	2-4-20
	d. Current Contract Amount	\$70,518	i. Corporation Counsel	<i>GC</i>	2-5-20
	e. Adjustment Amount	\$	j. To Provider		
	f. Revised Contract Amount	\$	k. From Provider		

Department Head Approval/Shawn Tessmann, Director
Shawn Tessmann 2/6/20

<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.

Contracts Exceeding \$100,000
Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		2-20-20
	Comments	
Corporation Counsel	Signature	Date
		2/5/2020
	Comments	

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2019 RES-470

**AUTHORIZING LEASE FOR BADGER ROAD JOINING FORCES FOR FAMILIES /
COMMUNITY RESTORATIVE COURT / IMMIGRATION AFFAIRS OFFICE -
DCDHS – PEI DIVISION**

Dane County Department of Human Services is involved in a program of providing more localized services in communities identified as needing those services the most. Three Community Programs units will be centralized into one such local office in the new Badger Road office – Joining Forces for Families (JFF), the Community Restorative Court (CRC) and the Immigration Affairs Unit (IAU).

818 W Badger Rd LLC has agreed to lease approximately 5000 square feet of office space located at 818 W. Badger Road, Madison, WI. JFF/CRC/IAU would occupy the entire second floor which is ADA accessible. All utilities including electricity and heat will be paid by the landlord.

The lease is for five (5) years beginning March 1, 2020 and ending February 28, 2025 at a negotiated rental rate of \$5,876.50 per month or \$70,518 annually the first year with a 3% increase each year thereafter as shown in the following schedule:

Begin Date	End Date	Annual rent	Monthly Rent
March 1, 2020	February 28, 2021	\$70,518 .00	\$5,876.50
March 1, 2021	February 28, 2022	\$72,633.54	\$6052 .80
March 1, 2022	February 28, 2023	\$74,812.55	\$6,234.38
March 1, 2023	February 29, 2024	\$77,056.93	\$6,421.41
March 1, 2024	February 28, 2025	\$81,295.06	\$6,774.59

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NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with 818 W Badger Rd LLC under the terms summarized above; and

BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are hereby authorized to execute the above described Lease on behalf of Dane County.

COMMERCIAL LEASE

13932

APPROVED
CORPORATION COUNSEL

2-5-2020

THIS LEASE is made and entered into this 10th day of January, 2020, by and between **818 W Badger Rd, LLC** (the "Lessor") and COUNTY OF DANE (the "Lessee").

The parties agree as follows:

1. **PREMISES.** Lessor leases to Lessee and Lessee leases from Lessor the following (the "Premises"): Upper floor of 818 W Badger Rd, Madison WI 53713
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises only as office space.
3. **LEASE COMMENCEMENT DATE.** The term of the Lease shall commence March 1, 2020, or as soon thereafter as the tenant improvements can be completed (the "Lease Commencement Date").
4. **TERM.** The term of the Lease is sixty (60) months (the "Term" or "Lease Term"), beginning on the Lease Commencement Date.
5. **ASSIGNMENT; SUBLETTING.** The Lessee shall not assign this Lease, shall not sublet the Premises, and will not permit the use of the Premises by anyone other than the Lessee, without the prior written approval of the Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall have the right to assign or sublease to an affiliate or wholly owned subsidiary without prior notice to, or approval by, Lessor, and Lessee shall provide notice to Lessor after the assignment or subletting has occurred.
6. **GROSS RENT.** The rent that the Lessee shall pay the Lessor for the Premises shall be Five Thousand Eight Hundred Seventy-Six and 50/100 Dollars (\$5876.50) per month (\$14/sq ft x 5037 sq ft) , for the first year of the Lease Term. Beginning March 1, 2020, and on the same day of each year thereafter, the rent shall increase by three percent (3.0%) per year.

Payment of the first month's rent will be due upon the execution of this Lease. Rent is due and payable on the first day of each month, with rent to be mailed to, or preferably submitted electronically through the resident portal or ACH:

818 W Badger, LLC, 1214 Ann St Madison WI 53713

7. **COVENANTS OF LESSOR.** Lessor covenants and agrees with Lessee as follows:

a. Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises are not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.

b. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.

c. Lessor shall be responsible for the real estate taxes, all Building operating expenses (with the exception of in-suite janitorial), and any assessments on the Premises. In addition, Lessor shall provide property management services, including HVAC and general building maintenance for Lessee's premises (as set forth more fully in Section 12 below), which services are included in the rent payable pursuant to Section 6 above.

d. Lessor represents that, to the best of Lessor's knowledge and belief, neither the Building nor the Premises contain any "Hazardous Materials" (as defined below) and will contain none on the date of tender of possession of the Premises. Lessor and Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of any federal, state or local government applicable to the presence, storage, use, and removal of Hazardous Materials in, on or about the Building with respect to Lessor and the Premises with respect to Lessee. "Hazardous Materials" means any substance, material, or

waste which is now or hereafter regulated by any federal, state or local government entity, including any material or substance which is now listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101). All Hazardous Materials used, stored, maintained, or installed in the Premises by Lessee shall be removed prior to Lessee vacating same. All Hazardous Materials or controlled waste generated during Lessee's use or occupancy of the Premises shall be disposed of by Lessee in accordance with the then prevailing governmental regulations and shall not be introduced into any trash disposal system established by Lessor for the Building. Should Lessor be required to remove any Hazardous Materials generated by Lessee from the Building, Lessee shall pay to Lessor, upon demand, all costs of such removal. Should the Premises contain any Hazardous Materials not installed by Lessee which shall be required to be removed by governmental rule or regulation, the same shall be removed by Lessor, and in the event Lessee is unable to conduct business during the removal process, all rent shall abate until the removal is completed.

e. Lessor represents and warrants that the Premises and Building are in compliance with any and all applicable regulations, including the ADA.

8. **COVENANTS OF LESSEE.** Lessee covenants and agrees with Lessor as follows:

a. Lessee shall pay the rent in the manner specified in Section 6, above, and duly comply with all other provisions of this Lease at the time and in the manner herein provided.

b. At the expiration of the Lease Term or any extension thereof, the Lessee will return the Premises to the Lessor in the same condition as they were at the time the Lessee went into possession, ordinary wear and tear, and damage by the elements and fire excepted.

c. The Lessee will not make, or permit anyone to make, any permanent alterations, improvements or additions in or to the Premises, without the prior written consent of the Lessor, and such consent shall not be unreasonably withheld.

- d. Lessee shall pay all taxes for its personal property on the Premises.
- e. Lessee shall be responsible for the in-suite janitorial service.

9. **INSURANCE**. Lessor shall, at its expense, carry policies insuring the Building against fire and such perils or loss as Lessor may deem appropriate including at least those perils from time to time included in standard extended coverage endorsements or policies and loss of rentals coverage.

Lessee shall, at its expense, obtain and carry at all times during the term of this Lease (a) commercial general liability insurance, including coverage for contractual liability, injury to or death of persons and damage to property, with an aggregate limit not less than \$2,000,000; and (b) property insurance with extended coverage, vandalism and malicious mischief and theft endorsements, with deductible limits not to exceed \$50,000 for flood or earthquake damage or \$10,000 for any other claim and without co-insurance, covering the equipment, personal property and other contents of the Premises and all alterations, additions, and leasehold improvements made by or for Lessee in the amount of their full replacement value.

A certificate of insurance evidencing the coverage shall be provided to Lessor prior to the Lease Commencement Date, at least 30 days prior to the renewal date of such policy and at such other times as may be reasonably requested by Lessor.

10. **WAIVER OF SUBROGATION**. Each party expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof. If Lessee fails to maintain in force the property insurance required under Section 9, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

11. **MUTUAL INDEMNITY.** Lessee agrees to indemnify and defend Lessor and to hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (a) arising from or out of any occurrence in, upon or at the Premises due to the negligence of Lessee or its agents, or (b) by reason of any breach or default by Lessee in the performance of any term of this Lease on Lessee's part to be performed, including Lessor's cost of defense, which shall include Lessor's actual attorneys' fees. If Lessor is made a party to any litigation arising out of any such occurrence, then Lessee shall defend, protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation.

Lessor will defend, indemnify and hold Lessee harmless from and against all loss, cost, expense and liability whatsoever (including Lessee's cost of defense, which shall include Lessee's actual attorneys' fees) resulting from or occurring by reason of (a) any breach or default on the part of Lessor in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of the Lease, or (b) from any act of negligence of Lessor, its agents or employees in or about the Building or Premises. This section is subject to the waiver of subrogation provisions in Section 10, above.

12. **MAINTENANCE.** The Lessor shall maintain the Building (including, without limitation, the foundation, all structural elements, the exterior, the roof, all windows and doors, and all HVAC, plumbing, electrical, and other building mechanical systems), including all common areas, and the Premises in good repair and tenantable condition throughout the term of this Lease, except for damage caused by the Lessee, and its agents, employees, visitors, and guests. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to give notice to enter and inspect the Premises and to make any necessary repairs. Lessee will be responsible for light bulb replacement within the rented Premises. Any alarm or camera system installation will be the responsibility of/paid for by the Lessee. Any lock change within the space: Offices, bathrooms, etc will be at the cost of the Lessee. If tenant deems it necessary to change entry locks or install an alarm system, key and/or code must be provided to Lessor in case of an afterhours emergency.

13. **UTILITIES.** Lessor shall furnish electricity, water, sanitary sewer, heating and air conditioning for the permitted use of the Premises, and the cost of such services is included in the rent payable under Section 6. Lessee agrees not to connect any apparatus or device to the cooling or heating system of the Building for the purpose of using additional or unusual amounts of such air conditioning and heating services without the prior written consent of Lessor. Hours of operation for the utilities will be from 6:00 AM to 7:00 PM, Monday through Friday.

14. **DAMAGE OR DESTRUCTION.** In the event that the Premises are wholly destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage that renders the Premises unusable for the purposes of the Lessee, in Lessee's reasonable discretion, Lessee may terminate the Lease by giving written notice to the Lessor within 15 days thereafter, and if so terminated, no rent shall accrue to the Lessor after such partial destruction or damage.

In the event that Lessee continues to occupy the Premises after partial destruction or damage, rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole. Such abatement shall commence upon the date the destruction occurred and last until Lessor substantially completes restoration.

15. **NOTICES.** Notices required under this Lease shall be given in writing and delivered by courier service or certified U.S. mail. If delivered by mail, notice shall be deemed to be given on the next business day after it was mailed. Notices shall be addressed as follows:

Sharene Smith
Real Estate Coordinator
5201 Fen Oak Dr, Rm 208
Madison, WI 53718

16. **HOLDING OVER.** If Lessee holds over after the expiration of the Term, as may be extended, without the express written consent of Lessor, rent shall be payable at 150% of the rate during the last month immediately prior to expiration, without limiting Lessor's right to bring action against Lessee as a result of the holdover.

17. **PARKING.** Non-reserved, surface lot parking is available at no additional charge.

18. **DEFAULT.** If the Lessee shall at any time be in default in the payment of rent, and the Lessee shall fail to remedy such default within five (5) days after written notice thereof from the Lessor, or if the Lessee shall be in default on the performance of any of the other covenants, terms, conditions or provisions of this lease other than rent, and if the Lessee shall fail to remedy such default within thirty (30) days after written notice thereof from the lessor, or if the Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Lessee upon the premises be appointed in any action, suit or proceeding by or against the Lessee, or if the interest of the Lessee in said premises shall be sold under execution or other legal process, it shall be lawful for the Lessor to enter upon the premises, and again have, repossess and enjoy the same as if this lease had not been made and thereupon this lease and everything contained on the part of the Lessor to be done and performed shall cease and terminate without prejudice, however, subject to the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In the case of any such default by Lessee and entry by the Lessor, Lessor may relet the premises for the remainder of the term of this lease for the highest rent obtainable and may recover from Lessee any deficiency between the amounts so obtained and the rent herein reserved.

19. **SMOKING.** Smoking is not permitted anywhere within the building, and smoking is only permitted in exterior smoking areas designated by Lessor.

20. **HEADINGS.** The headings contained herein are for convenience only and do not define, limit, or construe the contents of the paragraphs or sections.

21. **SEVERABILITY.** Any provision of this Lease which shall be determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision and all other provisions shall remain in full force and effect.

22. **SUCCESSORS AND ASSIGNS.** This Lease, when fully executed, shall be binding upon the parties and their respective successors and assigns.

23. **ENTIRE AGREEMENT.** This Lease, including all exhibits and attachments, contains the entire agreement of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties.

24. **SIGNAGE.** Lessee may install signage on the premises, subject to written approval by the City of Madison (if required) and the Lessor. Approval shall not be unreasonably withheld by Lessor. Lessee shall be responsible for all costs associated with the installation, repair and maintenance of its signage.

25. **ESTOPPEL CERTIFICATES.** Within 10 days of Lessor's written request, Lessee shall execute and deliver to Lessor, in a form to be provided by Lessor, any estoppel certificate or similar certificate that may be required by Lessor's lender.

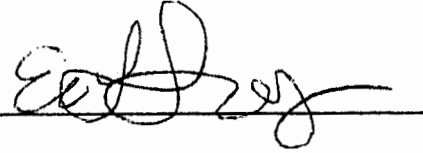
26. **TENANT IMPROVEMENTS.** N/A

Rental Rate Schedule			
Begin Date	End Date	Annual rent	Monthly Rent
March 1, 2020	February 28, 2021	\$70518.00	\$ 5876.50
March 1, 2021	February 28, 2022	\$72633.54	\$6052.80
March 1, 2022	February 28, 2023	\$74812.55	\$6234.38
March 1, 2023	February 29, 2024	\$77056.93	\$6421.41
March 1, 2024	February 28, 2025	\$81295.06	\$6774.59

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed their names as of the date first above written.

LESSOR:

By:

A handwritten signature in black ink, appearing to be "Scott McDonnell", written over a horizontal line.

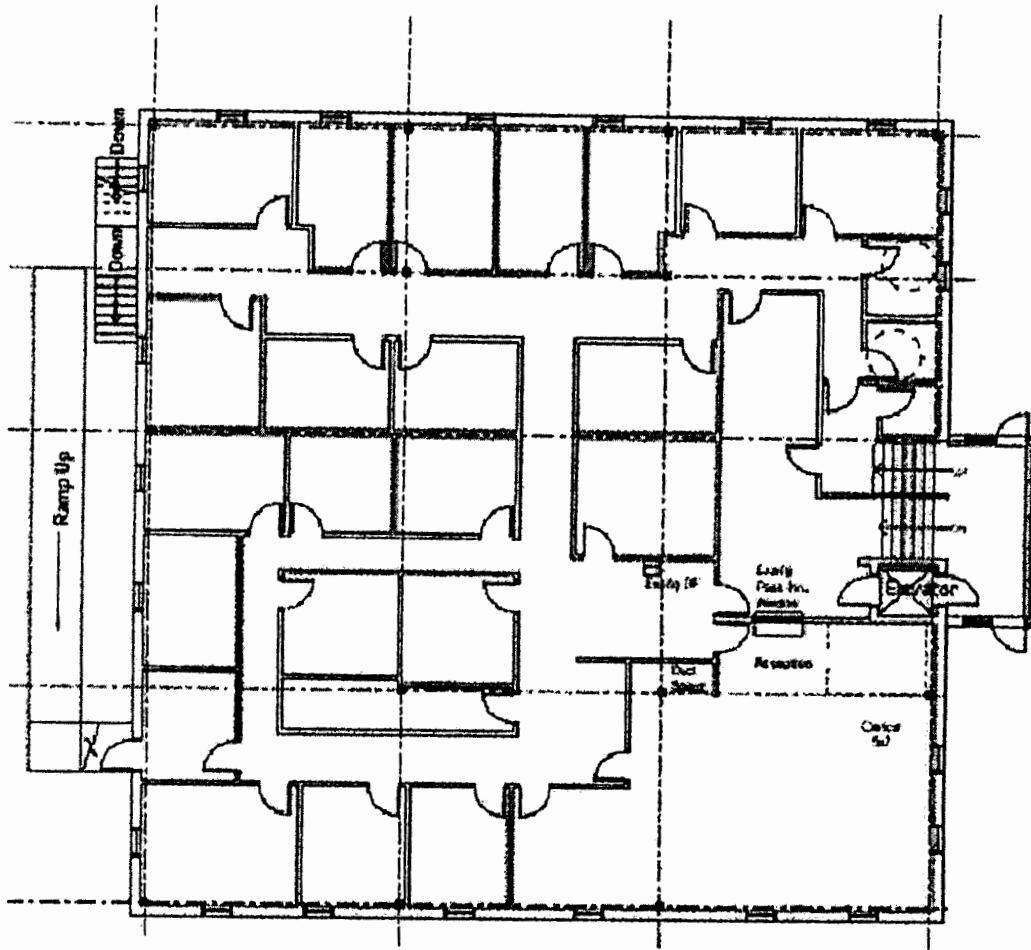
LESSEE:

By:

SCOTT MCDONELL, County Clerk
(when applicable)

JOE PARISI, County Executive
(when applicable)

EXHIBIT 1: FLOOR PLAN



NO MUTUAL INDEMNIFICATION

The Parties agree that paragraph 11 is deleted and replaced with the following:

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 of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

FOR DANE COUNTY

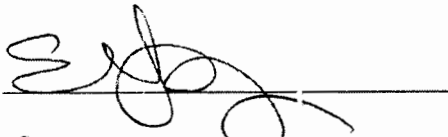


Dan Lowndes, Risk Manager

February 12, 2020

Date

FOR 818 West Badger LLC



Erika L Sweeney
Member

2/12/2020

Date