

Res 593

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Exec/Cultural Affairs	Contract/Addendum #: 13059																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Contract</th> <th style="text-align: left;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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: 1/1/17 – 12/31/17																					
4. Amount of Contract or Addendum: \$1.00																					
5. Purpose: AUTHORIZING LEASE BETWEEN DANE COUNTY AND DAMA FOR PROPERTY AT 5004 ALLIS AVENUE.																					
6. Vendor or Funding Source: Dane Arts Mural Arts, Inc.																					
7. MUNIS Vendor Code: 27460																					
8. Bid/RFP Number:																					
9. Requisition Number:																					
10. 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 type="checkbox"/> No																					
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. <u>_CULAFF 20066</u> Amount \$ <u>1.00</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input checked="" 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 <u>Res 593</u>																					
15. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
16. Director's Approval:																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
Received	_____	<u>4-12-17</u>	_____	Dane Arts Mural Arts, Inc.
Controller	_____	_____	<u>4/13/17</u>	Contact Person
Corporation Counsel	_____	<u>4-13-17</u>	<u>4-13-17</u>	Sharon Kilfoy
_____ Risk Management	_____	_____	_____	Phone No.
<u>Coc</u> Purchasing	_____	<u>4/13/17</u>	<u>4/13/17</u>	E-mail Address
_____ County Executive	_____	_____	_____	<u>sharon@willyart.net</u>

Footnotes:

- 1.
- 2.

Return to: Name/Title: Taeli Turner Phone: 6-4114 E-mail Address: Turner.Taeli@countyofdane.com	Dept.: Exec/Cult Aff Mail Address: 421, CCB
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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 copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- 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 copy¹

Date: 4/12/17

Signed: 

Telephone Number 6-5915

Print Name: Mark J. Frain

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: _____

¹ 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).

LEASE

THIS LEASE, by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation and Dane Arts Mural Arts (hereinafter "LESSEE"), a Wisconsin Non-Profit Organization, 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 5004 Allis Avenue in the City of Madison ("Leased Premises"), Wisconsin, more fully identified in the attached Exhibit A (map) which is incorporated herein by reference.

Section 2. USE OF LEASED PREMISES. During the Term, LESSEE shall be entitled to the use of the Leased Premises for the purpose of housing artists working on Dane Arts-sponsored projects 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 one (1) year, commencing as of the date the Lease is executed by all parties ("TERM"), unless terminated sooner as provided herein.

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 \$1.00 upon execution of the Lease and at the time of any extension of the Lease.

Section 5. RENEWAL OPTION. LESSEE shall have the option to renew this lease for up to four (4) additional one (1) year terms under the terms and condition set forth in this Lease, if agreed to by both parties. LESSEE shall provide written request for renewal at least 45 days prior to the expiration of the initial term or any renewal terms of the Lease.

Section 6. ALTERATIONS. LESSEE shall make no changes, alterations, additions or improvements to the Leased Premises or parts thereof without the prior written consent of LESSOR. Approved changes per this paragraph shall be at the sole expense of LESSEE unless otherwise agreed to in writing.

Section 7. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this Lease unless in writing, consented to by LESSOR.

Section 8. CONDITION OF PREMISES. LESSEE has examined the Leased 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 9. 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 10. UTILITIES. LESSEE shall be responsible for all utility costs for the Leased Premises.

Section 11. 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 12. 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 property 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. LESSOR may use Leased Premises for any purpose upon consent of LESSEE.

Section 13. 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. LESSOR shall not be responsible for the personal property of LESSEE, or its members, invitees or guests.

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 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 Director of Cultural Affairs, Rm. 421 City-County Building, 210 Martin Luther King, Jr., Blvd., Madison, Wisconsin 53703, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Sharon Kilfoy, c/o Dane Arts Mural Arts, 1020 Williamson Street, Madison, WI 53703.

Section 15. 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 only use Leased Premises for the purposes identified in the Lease. 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 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 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 17. DAMAGE TO PREMISES. If the space assigned to LESSEE is partially damaged or destroyed by fire or other casualty, LESSOR reserves the right to determine, at its sole option, the disposition of the Leased Premises. If a determination is made not to repair the Leased Premises, LESSOR may terminate this Lease upon thirty days' notice.

Section 18. INSURANCE. 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 provided that this section shall not be construed to relieve LESSOR of liability to LESSEE, its director, guests, invitees, agents, employees or officers for willful or negligent acts which are attributable to LESSOR, its agents, employees or officers.

Section 19. 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 20. 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 21. 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 22. 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 one hundred twenty days' written notice to LESSEE.

Section 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 Arts Mural Arts

BY: Sharon Kilfoy
Sharon Kilfoy

Date: APRIL 10 2017

FOR LESSOR: COUNTY OF Dane County

BY: _____
County Executive Joe Parisi

Date: _____

BY: _____
County Clerk Scott McDonell

Date: _____