

Contract Cover Sheet

Res 428

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES	Contract/Addendum # <i>Lease 12673</i>															
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Addendum</td> </tr> <tr> <td>POS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Grant</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lease</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Other</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	POS	<input type="checkbox"/>	<input type="checkbox"/>	Grant	<input type="checkbox"/>	<input type="checkbox"/>	Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>
		Contract	Addendum													
POS		<input type="checkbox"/>	<input type="checkbox"/>													
Grant		<input type="checkbox"/>	<input type="checkbox"/>													
Lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>														
Other	<input type="checkbox"/>	<input type="checkbox"/>														
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																
3. Term of Contract or Addendum: <i>2/1/16 - 12/31/16</i>																
4. Amount of Contract or Addendum: <i>81,510</i>																
5. Purpose: NA – Not required when Human Services signs.																
6. Vendor or Funding Source: <i>Forward Service Corp</i> Vendor #: <i>10887</i>																
7. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																
8. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No. Please give account codes and related \$ amounts. Code: _____ \$ _____ ; Code: _____ \$ _____																
9. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, has a resolution been prepared/submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please attach a copy of the Resolution																
10. Does Domestic Partner Equal Benefits requirement apply? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No																
11. Director's Approval: <i>Synn Green</i>																

Human Services Only	a. Dane County Res. #	Approvals	Initials	Date
	b. HSD Res. ID#	g. Accountant	<i>MLF</i>	<i>1/11/16</i>
	c. Program Manager Name	h. Supervisor	<i>IA</i>	<i>1/12/16</i>
	d. Current Contract Amount	i. To Provider		
	e. Adjustment Amount	j. From Provider		
	f. Revised Contract Amount	k. Corporation Counsel	<i>JA</i>	<i>1-12-16</i>

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>mq</i> Received	_____	<i>1-19-16</i>	_____	Contact Person	
<i>ch</i> Controller	_____	_____	<i>1/22/16</i>		
NA Corporation Counsel	See "k" above	_____	_____	Phone No.	
<i>JA</i> Risk Management	_____	<i>1/22/16</i>	<i>1/22/16</i>		
_____ ADA Coordinator	_____	_____	_____	E-mail Address	
<i>JA</i> Purchasing Agent	_____	_____	<i>1/22/16</i>		
_____ County Executive	_____	_____	_____		

Footnotes:

Return to:	Name/Title: Spring Larson, CCA
	Phone: (608) 242-6391
	E-mail Address: Larson.spring@countyofdane.com
	Dept.: Human Services
	Mail Address: 1202 Northport Drive

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: 1-12-16

Signed: _____

Telephone Number 242-6469

Print Name: _____

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: 1-12-16

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: 1-12-16

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).

OFFICE SPACE SHARING LEASE
FOR PROPERTY LOCATED AT 1819 ABERG AVENUE, MADISON, WI

THIS LEASE is entered by and between the County of Dane, hereinafter referred to as LESSOR and Forward Service Corporation, hereinafter referred to as LESSEE. The leased premises are located within Dane County Department of Human Services work space.

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 to LESSEE a certain part of the premises located at 1819 Aberg Avenue in the City of Madison, referred hereinafter as the leased premises, more fully described as follows:

LESSOR will designate and provide thirty four (34) standard cubicle workspaces and five (5) standard sized private offices within the Dane County Human Services building located at 1819 Aberg Avenue, Madison, WI. Specific workspace area locations may be changed during the term of this lease.

In addition to the described office space, Dane County will provide designated conference and meeting rooms, break rooms, restrooms, parking and other common area space as may reasonably be made available at the leased premises.

Section 2. HOURS OF BUSINESS. The leased premises will be made available to LESSEE during general standard county business hours of 7:45 a.m. until 4:30 p.m., Monday through Friday, unless otherwise agreed to by the parties in writing.

Section 3. TERM. This lease shall be for a period of one year**, commencing on the first day of February, 2016 and ending on the thirty-first day of December, 2016, unless sooner terminated as provided herein.

Section 4. RENTS. As rent for the leased premises, LESSEE shall pay to LESSOR, at 1202 Northport Drive, Madison, Wisconsin 53704 or at such other place as LESSOR may designate from time to time in writing the amount of \$190 per workspace or office per month for the leased premises. The monthly rental payment shall be \$7,410. LESSOR has the right to renegotiate the rent per workspace or office if the total number of workspaces or offices rented by LESSEE drops below twenty (20).

Section 5. RENTAL ADJUSTMENTS. The rental rate per workspace will not be increased during the initial rental period as provided in Section 3. Thereafter, the rent per workspace will increase by two percent over the immediately preceding rental period at the beginning of the renewal option. LESSEE may request additional workspace at the same cost per workspace as provided in Section 4., and as agreed to by the parties in writing if LESSOR has such space available. LESSEE may reduce workspace under the lease by giving LESSOR thirty (30) days written notice to LESSOR, in which case rent will then be reduced per workspace at the cost described in Section 4.

Section 6. RENEWAL OPTION. LESSEE shall have the option to renew this lease for an additional one 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 90 days before expiration of the original term of this lease.

Section 7. UTILITIES AND OTHER SERVICES. LESSOR will be responsible for general utility costs, office furnishings, general office cleaning, security, snow removal and other maintenance costs. LESSEE will provide its own computer network and equipment and will be responsible for its own data lines, data plans and separate telephone expenses. If LESSEE requires additional phone lines or services in addition to that provided by LESSOR, LESSEE shall be responsible for the additional costs.

Section 8. CONDITION OF PREMISES. LESSEE will keep the leased premises in a neat, clean, safe and sanitary condition. Upon termination of this lease, LESSEE will surrender the office space and remove all of LESSEE's property, leaving the premises in the same condition as existed upon initial occupancy, less normal wear and tear. LESSEE will not install fixtures or signs, unless consented to in writing by LESSOR.

Section 9. INSURANCE. LESSEE will insure against any damage and injury by fire, casualty or otherwise, to its own property, personnel and invitees within the leased premises. LESSEE indemnifies and holds LESSOR harmless from any and all losses, liabilities, claims or expenses that LESSOR may sustain or be required to pay, in excess of that provided in this lease, resulting from LESSEE's occupancy.

Section 10. ALTERATIONS PROHIBITED. LESSEE shall make no modifications to the leased premises or parts thereof without the prior written consent of LESSOR. In the event of approved modifications, LESSEE will indemnify and hold LESSOR harmless from any resulting construction liens.

Section 11. NO SUBLET, ASSIGNMENT OR RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease, other than provided in Section 6.

Section 12. RULES. LESSEE shall not perform any acts or engage in any practice that may injure the leased premises or be a nuisance or menace to neighboring property or occupants of the building. LESSEE shall comply with all statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the leased premises. In addition, LESSEE will follow reasonable rules established by LESSOR governing the workspace provided, including enforcement of terms to which LESSOR must comply where the property is leased by LESSOR from a third party. The rules may be rescinded, amended or added to by LESSOR for the proper use, welfare and enjoyment of all tenants, occupants and patrons of the buildings.

Section 13. CONFIDENTIALITY. Because the parties share common space, both parties will take all necessary actions to protect the confidentiality and security of legally protected client information and adopt reasonable practices to avoid the intentional and accidental disclosure of such information to unauthorized persons.

Section 14. LIABILITY, INDEMNIFICATION AND INSURANCE. LESSEE shall indemnify and hold LESSOR and its officials, officer, agents, and employees harmless from any suits, claims, damages and losses caused by the negligent or intentional acts, errors or omissions of LESSEE.

Section 15. NOTICES. Notices as may be required by this lease may be served on the other party personally or by first class mail addressed to the following persons:

- a. Notices to LESSOR shall be addressed to the Director of the Dane County Department of Human Services, Lynn Green, at 1202 Northport Dr., Madison, WI 53704.
- b. Notices to LESSEE shall be addressed to: Michelle Kamin, Chief Financial Officer, at 4600 American Parkway, Suite 301, Madison, WI 53718.

Section 16. UNTENABLE PREMISES. In the event that space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR will repair the resulting damage as soon as practically possible and in the interim make such accommodations to LESSEE as can be accomplished. If the damage is extensive so as to render the premises untenable for more than sixty (60) days, LESSEE may terminate the lease after ninety (90) days of the event, providing LESSOR thirty (30) days advanced notice in writing.

Section 17. NOTICE OF DEFAULT. Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option or remedy arising upon such default, shall give the defaulting party written notice of such default and giving the defaulting party thirty (30) days to cure such default. This paragraph does not apply to Sections 12 and 13., in which case LESSOR may request an immediate remedy or terminate this lease upon ten days written notice.

Section 18. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements herein shall operate as a waiver thereof not shall it affect the right of the party to enforce the same upon a subsequent default or breach.

Section 19. TERMINATION BY LESSOR. Notwithstanding any language herein to the contrary, LESSOR may terminate this lease, and all of its obligations hereunder, in the event that the Dane County Board of Supervisors, at any time during the term of this lease, authorizes the closing of leased premises or fails to appropriate sufficient funds to continue the support of LESSOR's obligations under this lease. In such event, LESSOR shall provide LESSEE with one hundred twenty (120) days advance written notice.

Section 20. NONDISCRIMINATION. During the term of this lease LESSEE agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance or national origin against any person, whether an actual or potential recipient of services, an employee or an 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 or any other form of compensation or level of service. 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 21. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute or other rule of law, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 22. 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 circumstance is determined to be invalid or unenforceable, the remainder of this lease shall not be affected thereby, and each term shall be valid and enforced in its own right.

Section 23. THIRD PARTIES. This lease is intended to be an agreement solely between the parties thereto 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, including, but not limited to, employees of either of the parties.

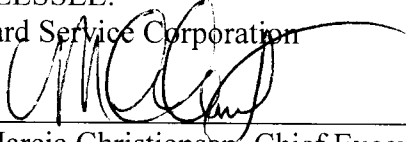
Section 24. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties. This lease shall not be amended in any fashion except in writing executed by the parties.

Section 25. 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, hereby execute this agreement.

FOR LESSEE:

Forward Service Corporation

BY: 

Marcia Christiansen, Chief Executive Officer

Dated: 1/4/16

FOR LESSOR:

County of Dane County

BY: _____
Joe Parisi, County Executive

Dated: _____

BY: _____
Scott McDonell, County Clerk

Dated: _____