

Rel 257

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

| | | | |
|---|--|--|--|
| Department: HUMAN SERVICES | | Contract/Addendum #: <u>13236</u> | |
| 1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS | | Contract Addendum | |
| 2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | If Addendum, please include original contract number | |
| 3. Term of Contract or Addendum: <u>1-1-18 to 12-31-18</u> | | <input type="checkbox"/> POS <input type="checkbox"/> | |
| 4. Amount of Contract or Addendum: <u>28,800-</u> | | <input type="checkbox"/> Grant <input type="checkbox"/> | |
| 5. Purpose: NA – Not required when Human Services signs. | | <input checked="" 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"/> | |

6. Vendor or Funding Source: Lora Garrett and Reverend Anthony Clarke

7. MUNIS Vendor Code: 11295

8. Bid/RFP Number:

9. Requisition Number:

10. If grant: Funds Positions? Yes No Will require on-going or matching funds? Yes No

11. Are funds included in the budget? Yes No

12. Account No. & Amount, Org & Obj. _____ Amount \$ _____
 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? Yes No If yes, please attach a copy of the Resolution. Res 257
 If Resolution has already been approved by the County Board, Resolution No. & date of adoption in process

15. Does Domestic Partner equal benefits requirement apply? Yes No

16. Director's Approval: Sybil Green

| Human Services Only | a. Dane County Res. # | Approvals | Initials | Date |
|---------------------|---------------------------------------|------------------------|----------|----------|
| | b. HSD Res. ID# | g. Accountant | JCC | 10.9.17 |
| | c. Program Manager Name <u>Chance</u> | h. Supervisor | EA | 10/10/17 |
| | d. Current Contract Amount | i. To Provider | | |
| | e. Adjustment Amount | j. From Provider | | |
| | f. Revised Contract Amount | k. Corporation Counsel | Mar | 10-12-17 |

| Contract Review/Approvals | | | | Vendor | |
|---------------------------|---------------|-----------------|-----------------|---|--|
| Initials | Ftnt | Date In | Date Out | Vendor Name/Address | |
| <u>MG</u> Received | _____ | <u>10/25/17</u> | _____ | Contact Person Phone No. E-mail Address | |
| <u>CA</u> Controller | _____ | _____ | <u>10/26/17</u> | | |
| N/A Corporation Counsel | See "k" above | _____ | _____ | | |
| <u>RA</u> Risk Management | _____ | <u>10/26/17</u> | <u>10/26/17</u> | | |
| <u>GC</u> Purchasing | _____ | <u>10/25/17</u> | <u>10/25/17</u> | | |
| _____ County Executive | _____ | _____ | _____ | | |

Footnotes: 1. BAF 17142 JFF/ECI lease Russett Rd

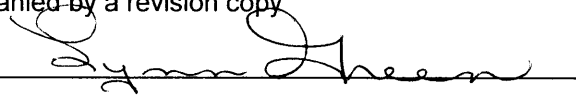
| | |
|---|---|
| Return to: Name/Title: <u>Soring Larson, CCA</u> Phone: <u>608-242-6391</u> E-mail Address: <u>Larson.spring@countyofdane.com</u> | Dept.: <u>Human Services</u> Mail Address: <u>1202 Northport Drive</u> |
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Certification

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: 10-16-17

Signed: 

Telephone Number 242-6469

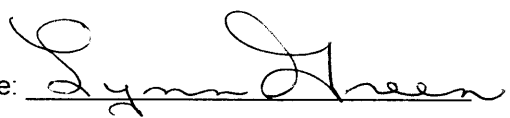
Print Name: Lynn Green

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: 10-16-17

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: 10/13/17

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).

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13236

LEASE

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

WITNESSETH

Section 1. LEASED PREMISES. LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations, and stipulations hereinafter set forth, does hereby lease unto LESSEE office space more particularly designated and known as the Joining Forces for Families Office (#1) and the Early Childhood Initiative Office (#2 & #3), 5810 Russett Road #1, #2 and #3, Madison, WI 53711. Hereinafter this property is referred to as the "leased premises".

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

Section 3. LEASE TERM. The term of this lease shall be for a period of one year, beginning on 1/01/18 running through 12/31/18.

Section 4. RENTS. As rent for the leased premises LESSEE shall pay to LESSOR, Rey Anthony Clark and Lora Garrett, 5810 Russett Road #3, Madison, WI 53711 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$2,400 per month for a total of \$28,8000 per rental year.

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

Section 6. UTILITIES AND CERTAIN SERVICES. LESSOR shall be responsible for and furnish at its own expense all utilities except electricity, gas for the hot water heaters and telephone, required for LESSEE's use of the premises. Snow removal is the responsibility of the LESSOR. Lawn care maintenance is the responsibility of LESSOR, in the event the community gardens is reverted back to a lawn.

Section 7. ALTERATIONS PROHIBITED. LESSEE shall make no changes, alterations, additions or improvements to the leased premises or parts whereof without the prior written consent of LESSOR.

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

Section 9. REPAIRS. LESSEE agrees to keep and maintain the lease premises in good repair and condition except for damage by fire not occurring by fault of LESSEE. LESSOR shall make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, foundation, parking lot and major mechanical systems.

Section 10. REMOVAL OF FIXTURES. LESSEE may upon termination or expiration of this lease remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal.

Section 11. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR, or its authorized representative, shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease, maintaining and improving the building of which the leased premises are a part, responding to an emergency, preventing waste and exhibiting the said premises to prospective tenants or purchasers.

Section 12. INDEMNIFICATION.

Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.

Section 13. NOTICES. If at any time it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally, or shall be served or given by certified mail addressed to a party's address as set forth below. If mailed as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed aforesaid, with postage properly prepaid.

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

Notices to LESSOR shall be to Rey Anthony Clark and Lora Garrett, P.O. Box 70790, Madison, WI 53707, or such other agent as LESSOR may from time to time designate.

Section 14. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the leased premises, apartment community or be a nuisance or menace to neighboring property or neighboring tenants within the building. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the demised premises

Section 15. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the leased premises and adjacent common areas. LESSEE agrees such rules and regulations may be rescinded, amended, or added to by LESSOR for the proper use, welfare, and enjoyment of all tenants and patrons of the building provided that any such rescission, amendment or addition (i) shall apply to all tenants equally and (ii) shall not

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

Section 16. **UNTENABLE PREMISES.** If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises untenable but capable of being repaired LESSOR shall give LESSEE a good faith estimate of the amount of time necessary to repair the premises to tenable condition. , LESSEE at its option may terminate the lease. If LESSEE does not terminate the lease, the premises shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenantable.

Section 17. **INSURANCE REQUIRED.** LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its agents, employees or officers, which is in the space. LESSOR is not responsible for the personal property of LESSEE.

Section 18. **LESSEE'S OBLIGATIONS.** During the term of this lease LESSEE agrees to pay the rents at the times and in the manner set forth herein. At the expiration hereof or earlier termination of the lease for any cause, LESSEE agrees to deliver up the leased premises to LESSOR peacefully and quietly in the condition called for by the terms of this lease normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the leases premises; that it will use the same for the above-named purposes only; that it will observe special care and caution to preserve the lease premises from damage or injury by fire or otherwise; that it will conduct its business or activities on the leased premises so as to keep the premiums of any insurance on any policy covering the leased premises at the lowest reasonable rate consistent with LESSEE's use of the premises: that it will observe and comply with at its own cost and expense, such rules and regulations as may be required by the fire insurance company or companies that may insure the leased premises; and that it will observe and comply with at its own cost and expense, all ordinances or laws, rules and regulations of the County of Dane and the State of Wisconsin, and any agency thereof in connection with conducting its business or activities thereon.

Section 19. **LESSOR'S OBLIGATIONS.** Lessor will be responsible, at its own cost, for maintaining in good order all mechanical systems, including heating, water, sewer, other plumbing,, and all structural repairs.

Section 20. **DEFAULT OF LESSEE.** It is mutually understood and agreed that in case default be made in the payment of the rents above stipulated, provided that if LESSEE fails to cure such default within fifteen (15) days after notice thereof is given to it by LESSOR, or in case

of noncompliance with the other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by LESSEE provided LESSEE fails to cure such non-compliance within ten (10) days after notice thereof is given to it by LESSOR, then and in any such event it shall be lawful for LESSOR, his agents, attorneys or assigns, at any time thereafter at the election of LESSOR, in addition to any and all other remedies provided by law or this lease, to declare said term ended and again to possess and enjoy the leased premises as before this lease.

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

Section 22. SUBORDINATION. LESSEE agrees to subordinate its interest in and to the leased premises to any first mortgage lien placed on the premises by LESSOR during the term of the lease or any extension thereof and to execute any subordination agreement requested by such mortgagee of LESSOR.

Section 23. NONDISCRIMINATION. In the performance of the services under this lease, LESSOR and LESSEE agree not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level, or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. LESSOR and LESSEE further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this lease because of race, religion, color, age, disability, sex or national origin.

Section 24. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD. LESSOR and LESSEE shall in all solicitations for employment or tenancy placed on either's behalf, state that LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

Section 25. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor affect the right of the party to enforce the same upon a subsequent default or breach.

Section 26. 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 27. 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 28. CAPTIONS. The captions or paragraphs appearing in this lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease, nor in any way affect this lease.

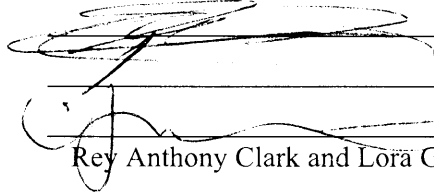
Section 29. SUCCESSORS AND ASSIGNS. This lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns except as otherwise herein specifically provided.

Section 30. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change, or addition to or of this lease shall be binding upon LESSOR or LESSEE unless the same is reduced to writing and signed by the parties.

Section 31. CONSTRUCTION. This lease will be interpreted according to the laws of Wisconsin and any action will be venued in Dane County. The lease will not be construed against the drafter.

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

FOR LESSOR:



Rey Anthony Clark and Lora Garrett, Owners

30/6/17

FOR LESSEE:

Joseph T. Parisi, County Executive

Scott McDonell, County Clerk