

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

16115
Res 308

Department: HUMAN SERVICES	Contract/Addendum #: <u>11682C</u>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">Contract</td> <td style="width:50%; border: none;">Addendum</td> </tr> <tr> <td colspan="2" style="border: none; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> POS</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Grant</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Co Lease</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Co Lessor</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Intergovernmental</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Purchase of Property</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Property Sale</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other</td> <td style="border: none;"><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 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"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <u>1-1-17 to 12-31-17</u>																					
4. Amount of Contract or Addendum: <u>276000</u>																					
5. Purpose: NA – Not required when Human Services signs.																					

6. Vendor or Funding Source: Fairway Apartments LLC

7. MUNIS Vendor Code: 23116

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. <u>CYFJFFAL CoyyAA</u>	Amount \$ <u>276000</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? Yes 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 308

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	<u>KC</u>	<u>9-27-16</u>
	c. Program Manager Name		h. Supervisor	<u>YK</u>	<u>9/29/16</u>
	d. Current Contract Amount		i. To Provider	<u>SL</u>	<u>10/4/16</u>
	e. Adjustment Amount		j. From Provider	<u>SL</u>	<u>10/17/16</u>
	f. Revised Contract Amount		k. Corporation Counsel	<u>SL</u>	<u>9-29-16</u>

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
<u>SLC</u> Received		<u>10/18/16</u>		Apartment Manager Contact Person Fiduciary Real Estate Development 2301 TRACEWAY DR FITCHBURG, WI 53713 Phone No. 271-5955 E-mail Address	
<u>SLC</u> Controller			<u>10/20/16</u>		
N/A Corporation Counsel	See "k" above				
<u>SL</u> Risk Management		<u>10/20/16</u>	<u>10/20/16</u>		
<u>CS</u> Purchasing		<u>10/20/16</u>	<u>10/20/16</u>		
County Executive					

Footnotes:
1.
2.

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
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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: 10-3-16

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: 10-3-16

Signature: 

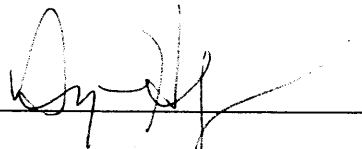
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 9-29-16

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).

11682C

Approved Corp. Counsel

RENEWAL OF LEASE AGREEMENT *dt 9-29-16*

As you know, your lease is renewing on 01/1/2017.

We request that you sign this copy of the lease renewal and return it to the Fairways Apartments, LLC Leasing Office no later than 9/30/2016.

A copy of this letter will be returned to you after it is signed in our office. If your future plans are uncertain, please call the Leasing Office. We enjoyed having you as a resident here at Fairways Apartments, LLC during the past year.

This renewal form is an addendum to your original lease.

Lessee(s):
Dane County DbA Joining Forces For Families

Lessor (Owner's leasing agent):
Fiduciary Real Estate Development, Inc., Lessor's Agent for Service of Process: Fiduciary Real Estate Development, Inc. 789 North Water Street, Suite 200, Milwaukee, WI 53202 Lessor's Agent for Maintenance, Management, Receiving Notices and Collection of Rent: Same as stated on original Lease Agreement.

For the apartment located at: 3301 Leopold Way #112, Fitchburg, WI 53713

The lease is hereby extended for an additional term of: **12 months**

This is an addendum to and made part of your original lease and/or Renewal of Lease Agreement beginning at 12:00 Noon on the first day of **January 2017** and ending at 12:00 Noon on the last day of **December 2017**.

All terms and conditions of the original lease shall remain in effect upon the first of each month.

- Rent due per month shall be **\$230.00** due upon the first of each month. The monthly rent to be paid during the term of this Lease includes fees for the following: extra garage or parking, pet(s), short term.

If Lessee shall leave any property on the premises after vacating or abandonment of the premises, Lessee shall be deemed to have abandoned the property, and Lessor shall have the right to dispose of said property as provided by law.

Lessee(s):

[Signature] _____ *10/3/16*
 Dane County DbA Joining Forces For Families Date

 JOE PARISI, County Executive
 (when applicable)

Fiduciary Real Estate Development, Inc.
Authorized Agent

[Signature] _____ *10/3/16*
 Michael C. Bingham Date

 SCOTT MCDONELL, County Clerk
 (when applicable)

The undersigned hereby personally guarantees payment of any and all sums due or to become due to Lessor by Lessee(s) performance of all covenants and other obligations by Lessee under the terms and condition of Lease.

[Signature] _____
 Date

CRIME FREE LEASE ADDENDUM

This is an addendum to and made part of your original lease and/or Renewal of Lease Agreement beginning at 12:00 Noon on the first day of **January 2017** and ending at 12:00 Noon on **December 2017**.

It is mutually agreed this date by and between:

Lessee(s)

Dane County DbA Joining Forces For Families

Lessor's Agent: Fiduciary Real Estate Development, Inc., as the Lessor's duly authorized agent for the management of the Property including the execution of leases, collection of rent and other payments, services of all process and other notices and demands.

For the dwelling unit located at: 3301 Leopold Way #112, Fitchburg, WI 53713

Said amendment to commence on the first day of: **January 2017**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Lessor and Lessee agree as follows. Lessee and members of the Lessee 's household or a guest or other persons affiliated with the Lessee:

1. **Shall not engage in any act intended to facilitate criminal activity.**
2. **Shall not engage in criminal activity, including drug-related criminal activity**, on or near the dwelling unit. "Drug related criminal activity," means the illegal possession, delivery, distribution or manufacture, {as defined in Wis. Ss. 961.01(6), (9), and (13) respectively}, of a controlled substance {as defined in Ss. 961.01(4)}, or a controlled substance analog, {as defined in Ss. 961.01(4m)}.
3. **Shall not permit dwelling unit to be used for, or to facilitate criminal activity**, regardless if the individual engaging in such activity is a member of the household, or a guest.
4. **Shall not engage in any illegal activity, including prostitution** {as prohibited in Ss. 944.30, 944.31, 944.33 and 944.34}, criminal gang activity {as defined in Ss. 939.22(9)}, harassment {as prohibited in Ss. 947.013}, battery {as prohibited in Ss. 940.19}, endangering safety by use of dangerous weapon {as prohibited in Ss. 941.20}, on or near the dwelling unit premises, or any breach of the Ss. 943.01
5. **A SINGLE VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE BREACH OF THE TERMS OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY** except as otherwise prohibited by law. Notwithstanding the foregoing the occurrence of a crime on or near the dwelling unit, alone, shall not give rise to termination if the Lessee could not reasonably have prevented the crime. Unless otherwise provided by law, **proof of violation shall not require a criminal conviction**, but shall be by a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

Lessee is advised that this notice is only a summary of the Lessee rights and the specific language of the statutes governs in all instances.

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

Lessee(s)

Synn Green
Dane County Dba Joining Forces For Families

10/3/16
Date

JOE PARISI, County Executive
(when applicable)

Fiduciary Real Estate Development, Inc.
Authorized Agent

Michael C. Bingham
Authorized Signature

09/21/2016
Date

SCOTT MCDONELL, County Clerk
(when applicable)

The undersigned hereby personally guarantees payment of any and all sums due or to become due to the Lessor by Lessee(s) performance of all covenants and other obligations by Lessee under the terms and conditions of Lease.

[Signature]
09/21/2016
Date