

# Dane County Contract Cover Sheet

BAF# 18083  
Res 133 Significant

Dept./Division	Human Services / EAWS
Vendor Name	Forward Service Corporation
Vendor MUNIS #	10887
Brief Contract Title/Description	Office space sharing agreement between Dane County Human Services and Forward Service Corp. for space at JCO and SMO.
Contract Term	1/1/18 – 12/31/18 (four 1-year renewals to 12/31/22)
Total Contract Amount	\$71,382.60

Contract # <small>Admin will assign</small>	13445
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<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 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	\$

<b>Resolution /Addendum Form/ N/A</b>	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.		
	<input type="checkbox"/> Addendum Form required.	Res #	133
	<input type="checkbox"/> N/A	Year	2018

**Domestic Partner** Does Domestic Partner Equal Benefits Requirement Apply?  Yes  No

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/30/18		
at	Controller		7/31/18	
ae	Purchasing	7/31/18	7/31/18	
—	Corporation Counsel	See below		
SL	Risk Management	7/31/18	7/31/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	
Phone #	608-242-6391	Phone #	
Email	Larson.spring@countyofdane.com	Email	
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	

<b>Human Services Only</b>	a. Dane County Res. #	NA	Approvals	Initials	Date
	b. Budget/Personnel Required	NA	g. Accountant	DX	7/16/18
	c. Program Manager Name	Tessmann	h. Supervisor	ew	7-16-18
	d. Current Contract Amount	\$71,382.60	i. Corporation Counsel	SL	7-20-18
	e. Adjustment Amount	\$	j. To Provider	SL	7-20-18
	f. Revised Contract Amount	\$	k. From Provider	SL	7-26-18

**Department Head Approval/Lynn Green, Director**

*Lynn Green*

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

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

<b>Director of Administration</b>	<b>Signature</b> 	<b>Date</b> 7/31/18
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b> 	<b>Date</b> 7-19-18
	<b>Comments</b>	

OFFICE SPACE SHARING AGREEMENT  
FOR PROPERTIES LOCATED AT 1819 ABERG AVENUE, MADISON, WI AND  
2306 SOUTH PARK STREET, MADISON, WI

THIS AGREEMENT is entered by and between the County of Dane, hereinafter referred to as COUNTY and Forward Service Corporation, hereinafter referred to as FORWARD SERVICE. The leased premises are located within Dane County Department of Human Services workspace.

Section 1. LEASED PREMISES. COUNTY, for and in consideration of the rents to be paid by FORWARD SERVICE and the conditions, provisions, reservations and stipulations hereinafter set forth, does hereby lease to FORWARD SERVICE a certain part of the premises located at 1819 Aberg Avenue in the City of Madison and 2306 South Park Street in the City of Madison, referred hereinafter as the leased premises, more fully described as follows:

From January 1, 2018 through March 31, 2018, COUNTY 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 agreement.

Beginning April 1, 2018, COUNTY will designate and provide twenty-six (26) 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 agreement.

Also beginning April 1, 2018, COUNTY will also designate and provide three (3) standard cubicle workspaces within the Dane County Human Services building located at 2306 South Park Street, Madison, WI. Specific workspace area locations may be changed during the term of this agreement.

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 FORWARD SERVICE 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 agreement shall be for a period of one year, commencing on the first day of January 2018 and ending on the thirty-first day of December 2018, unless sooner terminated as provided herein.

Section 4. RENTS. Beginning January 1, 2018, as rent for the leased premises, FORWARD SERVICE shall pay to COUNTY, at 1202 Northport Drive, Madison, Wisconsin 53704, or at such other place as COUNTY may designate from time to time in

writing, the sum of \$22,674.60 for the first 3 months in equal installments of \$7,558.20 per month.

Beginning April 1, 2018, FORWARD SERVICE shall pay County \$198 per workspace or office per month for the leased premises. The monthly payment shall be \$6,732.

Beginning October 1, 2018, FORWARD SERVICE shall pay COUNTY \$198 per workspace or office. FORWARD SERVICE shall receive a monthly in-kind contribution of 20 workspaces or offices. The monthly payment shall be \$2,772.00. The rental rate for the first and each subsequent year and renewal period of this agreement shall be in accordance with the following schedule:

W-2 and Other Programs Rental Rate Schedule (assuming renewal option is executed)					
Begin Date	End Date	# of spaces	rate/space	Annual Cost	Monthly Cost
1/1/2018	3/1/2018	19	\$193.80	\$11,046.60	\$3,682.20
4/1/2018	12/31/2018	14	\$198.00	\$24,948.00	\$2,772.00
1/1/2019	12/31/2019	14	\$202.00	\$33,936.00	\$2,828.00
1/1/2020	12/31/2020	14	\$206.00	\$34,608.00	\$2,884.00
1/1/2021	12/31/2021	14	\$210.00	\$35,280.00	\$2,940.00
1/1/2022	12/31/2022	14	\$214.00	\$35,952.00	\$2,996.00

FSET Rental Rate Schedule (assuming renewal option is executed)					
Begin Date	End Date	# of spaces	rate/space	Annual Cost	Monthly Cost
1/1/2018	3/1/2018	20	\$193.80	\$11,628.00	\$3,876.00
4/1/2018	9/30/2018	20	\$198.00	\$23,760.00	\$3,960.00
10/1/2018	12/31/2018	20	\$198.00	\$0.00	\$0.00
1/1/2019	12/31/2019	20	\$202.00	\$0.00	\$0.00
1/1/2020	12/31/2020	20	\$206.00	\$0.00	\$0.00
1/1/2021	12/31/2021	20	\$210.00	\$0.00	\$0.00
1/1/2022	12/31/2022	20	\$214.00	\$0.00	\$0.00

Section 5. RENTAL ADJUSTMENTS. The rent per workspace will increase by two percent over the immediately preceding rental period at the beginning of the renewal option. FORWARD SERVICE 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 COUNTY has such space available.

Section 6. RENEWAL OPTION. FORWARD SERVICE shall have the option to renew this agreement for four successive one-year terms, under the terms and conditions set forth herein. Notification of FORWARD SERVICE's intention to exercise its option to renew shall be delivered in writing to COUNTY at least 90 days before the original term of this agreement or any renewal thereof would expire.

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

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

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

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

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

Section 12. RULES. FORWARD SERVICE 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. FORWARD SERVICE shall comply with all statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the leased premises. In addition, FORWARD SERVICE will follow reasonable rules established by COUNTY governing the workspace provided, including enforcement of terms to which COUNTY must comply where the property is leased by COUNTY from a third party. The rules may be rescinded, amended or added to by COUNTY 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. FORWARD SERVICE shall indemnify and hold COUNTY 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 FORWARD SERVICE.

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

- a. Notices to COUNTY 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 FORWARD SERVICE shall be addressed to: Michelle Szabrowicz, Chief Financial Officer, at 4600 American Parkway, Suite 301, Madison, WI 53718.

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

Section 17. NOTICE OF DEFAULT. Should either party be in default under any provision of this agreement, 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 COUNTY may request an immediate remedy or terminate this agreement 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 nor shall it affect the right of the party to enforce the same upon a subsequent default or breach.

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

Section 20. NONDISCRIMINATION. During the term of this agreement FORWARD SERVICE 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 agreement shall be deemed separable, and if any term or provision of this agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term shall be valid and enforced in its own right.

Section 23. THIRD PARTIES. This agreement is intended to be an agreement solely between the parties thereto and for their benefit only. No part of this agreement 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 agreement supersedes any and all oral agreements and negotiations between the parties. This agreement 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.

Forward Service Corporation

BY:   
\_\_\_\_\_  
Marcia Christiansen, Chief Executive Officer

Dated: 7/24/18

County of Dane

BY: \_\_\_\_\_  
Joe Parisi, County Executive

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell, County Clerk

Dated: \_\_\_\_\_