

Res 609

Dane County Contract Cover Sheet

Dept./Division	Dane County Extension/Financial Education Center
Vendor Name	Community Development Authority of the City of Madison (CDA)
Vendor MUNIS #	11091
Brief Contract Title/Description	This is a 4 month space use agreement with the CDA for the Voluntary Income Tax Assistance Partnership Project at the Village on Park.
Contract Term	December 13, 2018 through April 15, 2019
Total Contract Amount	\$ 200.00

Contract # <small>Admin will assign</small>	13643
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<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 checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	EXTENSN	Obj Code	21030	Amount	\$ 200.00
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	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 type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			609
			2018

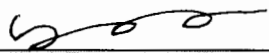
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
-------------------------	---	---

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	3/26/19		
cu	Controller		3/29/19	
cae	Purchasing	3/28/19	3/28/19	
JJ	Corporation Counsel	3/27/19	3/27/19	
rd	Risk Management	3/27/19	3/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Kristine Koval
Phone #	608-224-3761	Phone #	608-267-8723
Email	smith.sharene@countyofdane.com	Email	kkoval@cityofmadison.com
Address	5201 Fen Oak Dr., #208, Madison, WI 53718	Address	215 Martin Luther King Jr. Blvd, Ste. 325, Madison, WI 53703

Certification: 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. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/26/15
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

SPACE USE AGREEMENT

13643

This Space Use Agreement (“Agreement”) is entered into this 13th day of December 2018, by and between the **Community Development Authority of the City of Madison** (“CDA”) and the **County of Dane** (“User”), a Wisconsin municipal corporation.

WITNESSETH:

WHEREAS, the CDA is the owner of certain real property located at 2300 South Park Street, Madison, Wisconsin (the “Property”), more particularly described in the attached Exhibit A; and

WHEREAS, the Property is improved with a commercial building known as The Village on Park (the “Building”); and

WHEREAS, the User would like to use space in the north end of the Building (“North Building”); and

WHEREAS, the parties agree to enter into this Agreement to set forth the terms and conditions of the User’s use of such space.

NOW, THEREFORE, it is mutually agreed as follows:

1. Premises. The CDA hereby grants the User the right to occupy and use that certain portion of the Building (the “Premises”), as depicted in the attached Exhibit B, pursuant to the provisions herein.
2. Term. This Agreement shall be for a term of approximately four (4) months commencing on December 13, 2018 and expiring on April 15, 2018 (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 12.
3. Hold Over. The User shall surrender the Premises upon termination of this Agreement. Any holdover not consented to by the CDA in writing shall not result in a new period of use or interest and, in such case, the CDA may treat the User as a trespasser.
4. Use. The User will occupy and use the Premises for office and storage purposes only, and for no other purposes whatsoever without the CDA’s prior written consent, which consent the CDA may withhold in its sole discretion. The User is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any such activities.
5. User Fee.
 - a. During the term of this Agreement, the User shall pay to the CDA a “User Fee” of Fifty and 00/00 Dollars (\$50.00) per month.
 - b. Throughout the term of this Agreement the User Fee shall be payable in advance on or before the 15th day of each month.
 - c. The User Fee is to be made payable to the CDA and sent or personally delivered to the address provided in Paragraph 15.

6. Common Areas. The CDA grants to the UW and its employees, agents, and invitees, the right to use, in common with all others to whom the CDA has or may hereafter grant rights to use the same, the "Common Areas" located at The Village. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, stairwell, and all other areas or improvements, which may be provided by the CDA for the common use or benefit of occupants of The Village. The CDA reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The CDA shall be responsible for cleaning, maintaining and repairing the Common Areas.
7. Maintenance.
 - a. The User shall, at its own expense, keep and maintain the Premises in a clean and presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, cleaning and removal of garbage and debris.
 - b. The User shall be responsible for the cost and expense of repairs/replacements required by reason of acts or omissions of the User, its employees, agents, invitees, vendors, licensees or contractors.
8. Special Conditions.
 - a. The User accepts the Premises in "as-is" condition. Any modifications to the Premises by the User shall be subject to the prior written approval of the CDA and shall be at the User's sole cost and expense.
 - b. The User shall be responsible for any extraordinary costs resulting from its use of the Premises (e.g., security services, etc.).
 - c. The User shall be responsible for keeping the North Building and Premises secure.
 - d. The CDA is providing User with two access cards to the North Building to be used by staff only. Upon termination of this Agreement, User shall return the two access cards to the CDA.
 - e. All property belonging to the User, its employees, agents and invitees shall be there at the risk of the User, and the CDA shall not be liable for damage thereto nor theft or misappropriation thereof.
 - f. The User shall not disturb the tenants in the North Building.
 - g. Additional building rules and regulations for tenants are provided in the attached Exhibit C.
9. Insurance and Indemnification. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

10. Hazardous Substances; Indemnification. The User represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The User further agrees to hold the CDA and the City of Madison, Wisconsin harmless from and indemnify the CDA and the City of Madison, Wisconsin against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the CDA, the City of Madison, Wisconsin or their employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property.
11. Default. In the event of the User's default hereunder, after the CDA gives the User written notice thereof, the CDA, in addition to all other rights and remedies accorded by law or in this Agreement, shall have the right to immediately terminate this Agreement and remove the User from the Premises.
12. Termination. Either party shall have the right to terminate this Agreement, at its sole discretion, upon thirty (30) days prior written notice to the other party.
13. Right of Entry. The CDA, the City of Madison, and their representatives shall have the right to enter upon the Premises at any time.
14. Assignment. The User shall not assign this Agreement or allow any other persons or entities to use the Premises, or any portion thereof, without the prior written consent of the CDA, which consent the CDA may withhold in its sole discretion.
15. Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent US Postal Service or by email to the address of the parties specified below:

For the CDA: The Village on Park
 c/o Founders 3 Real Estate Services
 252 E. Highland Avenue
 Milwaukee, WI 53202
 Email: eboswell@founders3.com

For the User: The County of Dane
 University of Wisconsin-Extension
 Financial Education Center
 15201 Fen Oak Drive, Suite 138
 Madison, WI 53718-8827
 Attn: Financial Education Center Director
 Email: neubauer@countyofdane.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

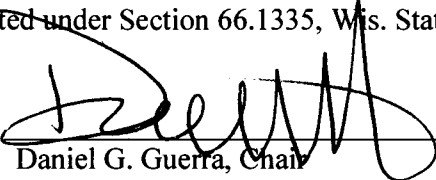
16. No Waiver. Failure or delay on the part of any party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Agreement, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
17. Removal and Disposal of Personal Property. Upon the expiration or termination of this Agreement, the User shall remove all personal property from the Premises. If the User leaves any personal property on the Premises, the CDA shall have the right to dispose of said property, without liability, seven (7) days after the User vacates the Premises and bill User for the cost to dispose of the User's property.
18. Restoration of Premises. Upon the expiration or termination of this Agreement for any cause, the User, at the User's expense, shall restore the Premises to a condition equivalent to that which existed prior to the date that the User first occupied the Premises. Restoration shall be accomplished within fourteen (14) days of expiration or termination of this Agreement. The expiration or termination of this Agreement shall not become effective until restoration has been accomplished to the satisfaction of the CDA; however, during such restoration period the User's right to use the Premises shall be limited to restoration activities and shall not include storage activities. In the event the User fails to accomplish said removal and restoration, the CDA may cause the removal and restoration to be accomplished at the User's expense and with no liability or cost to the CDA. The CDA may waive or alter this removal and restoration requirement if, at its sole discretion, it so chooses.
19. Rights Upon Expiration or Termination. Upon the expiration or termination of this Agreement, the User's rights in the Premises shall cease, and the User shall immediately surrender the Premises, subject to the provisions of Paragraphs 17 and 18.
20. Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Agreement are merged into this Agreement. No alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless in writing and signed by all parties.
21. Severability. If any term or provision of this Agreement or the application thereof to the CDA or the User or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to the CDA or the User or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.
22. Law Applied. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

23. Non-Discrimination. In the performance of the services under this Agreement, the User agrees 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, gender identity, political beliefs or student status. The User further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
24. Definition of CDA and User. The terms "CDA" and "User" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Agreement shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
25. Execution. The submission of this Agreement for examination does not constitute an offer to Agreement, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Space Use Agreement as of the date first set forth above.

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF MADISON**, a redevelopment authority
created under Section 66.1335, Wis. Stats.

By:  _____
Daniel G. Guerra, Chair

Date: 3.6.19

By:  _____
Natalie L. Erdman, Executive Director and Secretary

Date: 3.6.19

THE COUNTY OF DANE, a Wisconsin municipal
Corporation

By: _____
Joseph T. Parisi, County Executive

Date: _____

By: _____
Scott McDonell, County Clerk

Date: _____

Execution of this Space Use Amendment by the CDA is authorized by Resolution No. 4303 adopted by the Community Development Authority of the City of Madison on December 13, 2018.

Drafted by the City of Madison Office of Real Estate Services.

Project No. 8071

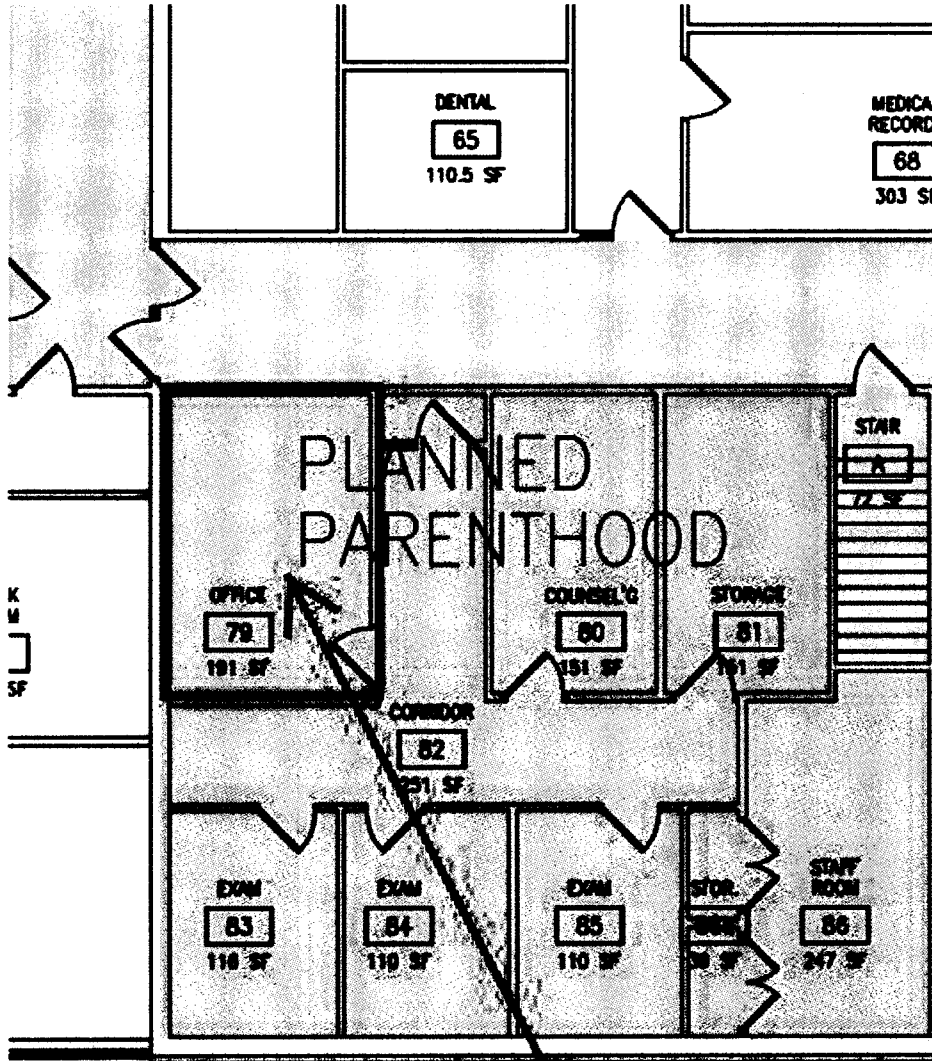
EXHIBIT A

Legal Description of the Property

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0709-352-0406-9

EXHIBIT B



Premises

EXHIBIT "C"



PROPERTY RULES AND REGULATIONS

Landlord is defined herein to be either the CDA and/or its agent Founders3 (the "Landlord")

1. Users, vendors and contractors are to abide by all Building rules & regulations, including certificate of insurance requirements. Certificates of Insurance are to be kept current on file in the Founders 3 Real Estate Office. Certificates of Insurance must have these requirements prior to commencing work on the property.
2. User shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Building. The Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any User normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Subject to the provisions of the Agreement, no User and no employee or invitee of any User is permitted to use the roof, vacant spaces, or other areas marked "Do Not Enter" without Landlord's consent.
3. User shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. User shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises which materially obstructs, materially interferes, or materially injures Landlord or other tenants, nor shall User bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Except as specified in User's Plans or the Agreement, User shall not use any method of heating or air conditioning other than that supplied or approved by Landlord.
5. User shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's cooling system by complying with any reasonable governmental energy saving rules, laws or regulation of which User has actual notice and which does not adversely affect the conduct of User's business. The Landlord set back suite thermostats in a manner to reduce energy during times when the premises is not occupied. Please contact Founders 3 Real Estate regarding hours relating to the setback schedule for your thermostat.
6. Landlord reserves the right to exclude from the Building between the hours of 9 pm to 7:00am (Monday - Friday); before 9 a.m. and after 4 p.m. on Saturday and Sunday and on legal holidays, any person unless that person has a pass and/or furnishes proper identification to Landlord's security

personnel. Landlord reserves the right to prevent access to the building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.

7. All water faucets or other water apparatus, and except with regard to User's computers and other equipment, which requires utilities on a twenty-four hour basis, all electricity switches should be shut off before User and its employees leave the Premises.

8. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein.

9. Landlord reserves the right to exclude or expel from the Property any person who, in Landlord's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Property.

10. User shall not place in any trash receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All refuse disposal by User shall be made in accordance with directions issued by Landlord.

11. User shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Landlord and that are consistent with the Agreement or any governmental agency.

12. Landlord shall enforce the Rules and Regulations in a non-discriminatory manner. If Landlord agrees to less burdensome or more favorable rules and regulations for the benefit of any other tenant, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable rules and regulations.

13. These Rules and Regulations are in addition to the terms, covenants and conditions of the Agreement for use of Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Agreement, the Agreement shall control.

14. Smoking is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.

15. Landlord reserves the right to make reasonable additions and modification to the Rules and Regulations.