

Res 91

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department LWRD	Contract/Addendum #: 1280a																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><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 type="checkbox"/> Co Lease	<input type="checkbox"/>	<input checked="" 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: 2016-2019																					
4. Amount of Contract or Addendum: \$0																					
5. Purpose: Agricultural lease with the Friends of Silverwood so that they may conduct agricultural activities at Silverwood Co Park.																					
6. Vendor or Funding Source: Friends of Silverwood																					
7. MUNIS Vendor Code: 24920																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>NA</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <u>2016 Res-091</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: Laura M. Hicklin <i>for Kevin Connor</i>																					

Digitally signed by Laura M. Hicklin
 DN: cn=Laura M. Hicklin, o.ou, email=hicklin.laura@countyofdane.com, c=US
 Date: 2016.06.06 10:36:34 -0500

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>MA</i> Received		<i>6/8/16</i>		FRIENDS OF SILVERWOOD	
<i>CA</i> Controller			<i>6/16/16</i>	KYLE RICHMOND	
<i>MC</i> Corporation Counsel		<i>6/16/16</i>	<i>6/16/16</i>	Contact Person	
<i>SR</i> Risk Management		<i>6/16/16</i>	<i>6/16/16</i>	251-5741	
<i>CA</i> Purchasing		<i>6/16/16</i>	<i>6/16/16</i>	Phone No. KYLERICHMOND@YAHOO.COM	
County Executive				E-mail Address	

Footnotes:

- 1.
- 2.

Return to: Name/Title: Phone: LAURA HICKLIN 224-3765 HICKLIN.LAURA@COUNTYOFDANE.CO E-mail Address:	Dept.: Mail Address: 5201 FEN OAK CT
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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: 6/8/14

Signed: Laura M. Hicklin

Digitally signed by Laura M. Hicklin
DN: cn=Laura M. Hicklin, o, ou,
email=hicklin.laura@countyofdane.com, c=US
Date: 2016.06.08 10:38:59 -0500

Telephone Number 224-3765

Print Name: Laura M Hicklin

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: _____

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: _____

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).

LEASE

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and the Friends of Silverwood Park, Inc. ("LESSEE").

WITNESSETH

WHEREAS LESSOR is the owner of certain real property partially described as follows:

Part of the south 1/2 of the SW 1/4 of Section 13, T05N, R12E, Town of Albion, Dane County.

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 16 acres of the above-described land plus an additional approximate 1 acre area in the woodlot for mushroom production (said acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Map (Attachment A);

THEREFORE, in consideration of the above conditions and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

Section 1. TERM. LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2016 and ending on the 31st day of December, 2019. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

Section 2. PUBLIC ACCESS TO PREMISES. LESSOR may provide public access to all or a portion of the premises. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with LESSEE'S use of a portion of the premises for agricultural purposes, LESSOR shall reduce the number of acres under the lease, and the rent shall be reduced accordingly.

Section 3. INTENDED USE AND PROVISIONS. The intended uses and sole permitted uses of the premises by the LESSEE are as agricultural cropland (including vegetable and fruit gardening), hay land, native vegetation establishment, and wildlife species habitat.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall plant and maintain cover crops to the fullest extent possible.

No phosphorus may be applied unless soil samples indicate a phosphorus deficiency.

Spreading manure on snow covered or frozen ground is strictly prohibited.

LESSEE shall cut, spray or otherwise control Canada thistles and other weeds before they go to seed.

Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.

LESSEE shall not store automobiles, trucks, tractors or bulk fuel on the leased premises or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.

LESSEE shall promptly address any erosion.

LESSEE shall not allow garbage, brush or other undesirable materials to accumulate on the premises.

LESSEE shall provide a safe environment with proper oversight for activities occurring within the premises.

Section 5. SECURITY OF PREMISES. LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

Section 6. NO MUTUAL 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.

Section 7. RENTAL PAYMENTS. None.

Section 8. ADJUSTMENTS. There may be rental rates during the term of the lease. LESSOR shall notify LESSEE by December 31st of the preceding year with any proposed rental rate. LESSEE agrees that LESSOR may reduce the number of acres under the lease with notice to LESSEE. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

Section 9. NOTICES. All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Friends of Silverwood Park, Inc, Attn: President, PO Box 304 Edgerton, WI 53534.

Section 10. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing except that LESSEE may allow non-profit organizations, school districts and local units of government to garden within the premises and shall take responsibility for their actions. LESSEE may not charge fees or rent except to cover reasonable costs of operation.

Section 11. CONDITION OF PREMISES. LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them. LESSOR does not make any guarantees regarding the availability of water to the premises.

Section 12. USE OF PREMISES, TERMINATION. LESSEE shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the premises.

If LESSEE shall fail to fulfill in timely and proper manner his obligations under this agreement, including timely payment of rent, LESSOR shall have the right to terminate this agreement as described below.

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

Section 13. END OF TERM SURRENDER OF PREMISES. LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

Section 14. EXCLUDED ACREAGE. Adjoining lands of LESSOR are not included in this lease.

Section 15. INSURANCE. LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

Section 16. LESSOR'S AUTHORIZED AGENT. All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

Section 17. NONDISCRIMINATION. During the term of this lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County Code of Ordinances, 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 a tenant or applicant for tenancy, a customer, an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: renting, leasing, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. 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 by state or federal law.

Section 18. 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.

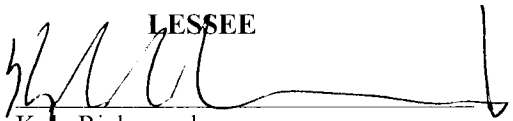
Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

~~**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR. This paragraph does not apply.~~

Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this 16 day of May, 2016

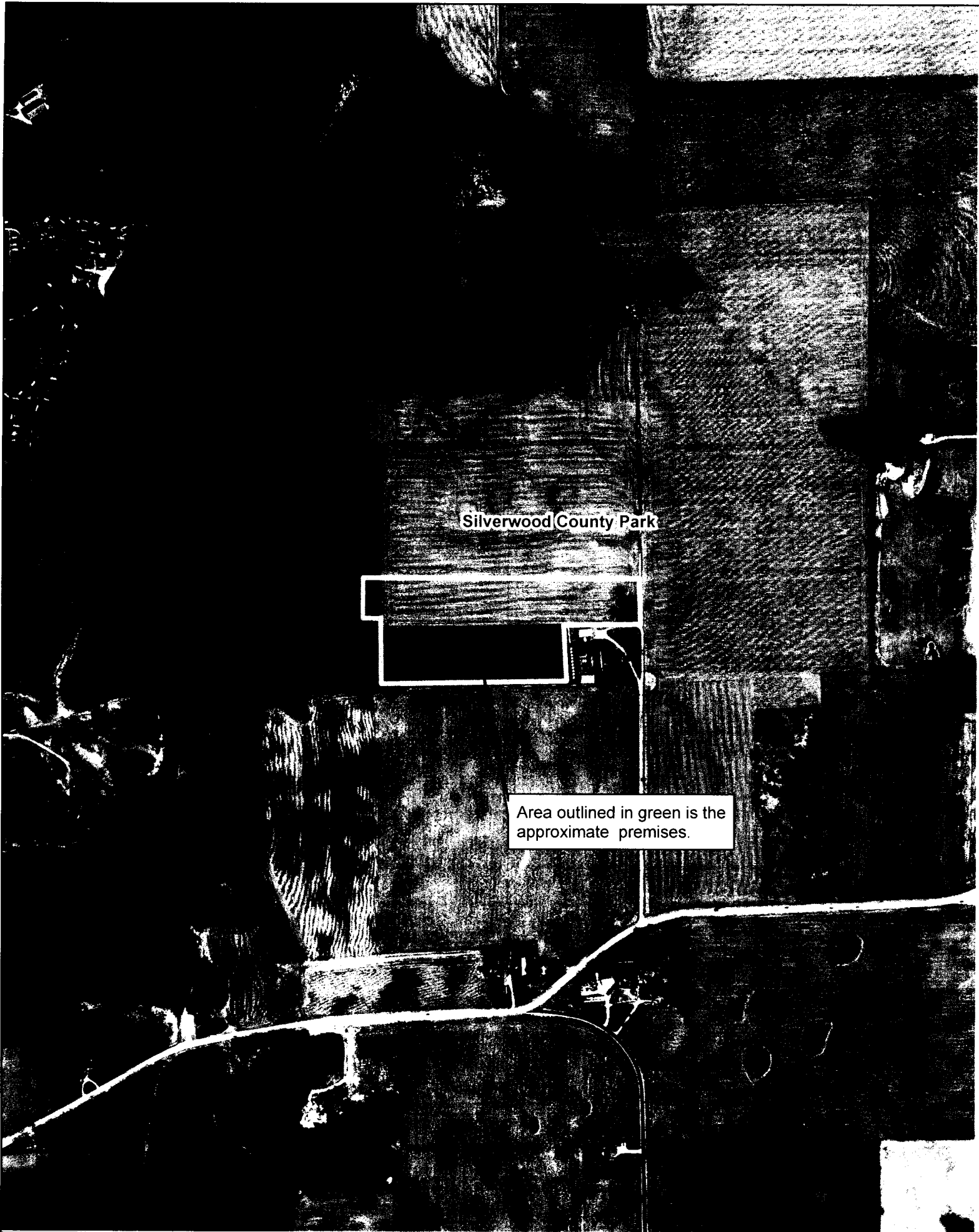
LESSEE


Kyle Richmond
PRESIDENT
FRIENDS OF SILVERWOOD PARK, INC

LESSOR

Joseph T. Paris
COUNTY EXECUTIVE

Scott McDonnell
COUNTY CLERK



Silverwood County Park

Area outlined in green is the approximate premises.

