

Dane County Contract Cover Sheet

Dept./Division	Human Services / EAWS
Vendor Name	Dane County Parent Council, Inc.
Vendor MUNIS #	1843
Brief Contract Title/Description	Lease agreement by and between the County and Reach Dane.
Contract Term	1/1/2020 – 12/31/21
Total Contract Amount	\$49,764

Contract # <small>Admin will assign</small>	13838
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<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

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 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	\$

Resolution /Addendum Form/ N/A	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 #
	<input checked="" type="checkbox"/> N/A		Year
			350
			2019

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	11/15/19		
<i>aw</i>	Controller		11/15/19	
<i>ce</i>	Purchasing	11/18/19	11/18/19	
NA	Corporation Counsel			See "i" below
<i>al</i>	Risk Management	11/18/19	11/18/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Jenn Bailey
Phone #	608-242-6391	Phone #	6082756740
Email	Larson.spring@countyofdane.com	Email	jbailey@reachdane.org
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	2096 Red Arrow Trail, Madison WI 53711

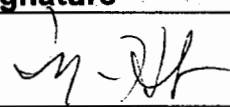
Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	DX	11/5/19
	c. Program Manager Name	Morton	h. Supervisor	<i>SW</i>	11/7/19
	d. Current Contract Amount	\$49,764	i. Corporation Counsel	<i>aw</i>	11/14/19
	e. Adjustment Amount	\$	j. To Provider		
	f. Revised Contract Amount	\$	k. From Provider		

Department Head Approval/Shawn Tessmann, Director

Shawn Tessmann 11/14/19

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.

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		11/2/19
	Comments	



Dane County
Department of Human Services

Shawn Tessmann, Director
1202 Northport Drive, Madison, WI 53704-2092

JOE PARISI
DANE COUNTY EXECUTIVE

Date: November 5, 2019

To: Joe Parisi
County Executive

From: Der Xiong
Accountant

Re: Lease by and between County of Dane and Reach Dane

Description:

This lease agreement with Reach Dane, formerly known as Dane County Parent Council, Inc. is for space at 1819 Aberg Avenue, Madison, WI 53704 for the period of January 1, 2020 through December 31, 2021. It includes one (1) two-year term renewal and one (1) one-year term renewal.

Initial term amount: \$49,764.00

2019 RES-350

**AUTHORIZING LEASE WITH REACH DANE FOR CHILD CARE SERVICES AT
JOB CENTER DCDHS – EAWS DIVISION**

The Dane County Job Center is a partnership of government agencies and community-based organizations with a goal of improving job opportunities through economic support, training and education. The Job Center operates from a county-owned building at 1801-1821 Aberg Avenue in Madison.

A key component of serving families at the Job Center has been the availability of drop in day care services for children of parents that are physically present at the Center participating in job-related and economic assistance programs. Since 2015, the Dane County Parent Council, Inc., now known as Reach Dane, has provided these child care services in space located at 1819 Aberg Avenue.

The current lease expires on December 31, 2019 and Reach Dane plans to continue providing child care services at this location. The new lease term shall be for two (2) years beginning January 1, 2020 and ending December 31, 2021. The negotiated monthly rent shall continue at \$2,073.50 per month or \$24,882 annually. The lease contains renewal option for a one, two-year renewal term and one additional one-year renewal term under the same terms and conditions with a 4% escalator at the beginning of each renewal period.

NOW, THEREFORE, BE IT RESOLVED that the County of Dane does hereby approve and authorize the above-described lease with Reach Dane and,

BE IT FINALLY RESOLVED that the Dane County Executive and the County Clerk are hereby authorized to execute the lease on behalf of the County of Dane.

DH 11-7-19

LEASE

THIS LEASE, by and between the County of Dane (hereinafter referred to as "LESSOR") and Reach Dane, formerly known as Dane County Parent Council, Inc. (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 demise, lease and let unto LESSEE a certain part of the premises at 1819 Aberg Avenue in the City of Madison, Wisconsin, more fully described as follows:

Areas numbered C4, C4A, C4B, C4C and C4D as shown on the attached floor plan, plus the use of certain common spaces in a single story building located at 1819 Aberg Avenue, Madison, Wisconsin 53704 (hereinafter "leased premises").

LESSEE shall further be entitled to the non-exclusive use, with other Lessees of the premises, to all Job Center parking stalls designated for employee parking in the 3rd and 4th rows from the building on the property at 1819 Aberg Avenue, Madison, Wisconsin.

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During said term LESSEE shall be entitled to the use of the leased premises for the purpose of operating and conducting the business of providing services to job seekers under the auspices of the Dane County Job Center or any other lawful use with the consent of LESSOR, such consent not to be unreasonably withheld.

Section 3. TERM. The term of this lease shall be for two (2) years, commencing on the first day of January, 2020 and ending on the thirty-first (31) day of December 2021, unless terminated sooner as provided herein.

Section 4. RENTS. As rent for the leased premises LESSEE shall pay to LESSOR at 1202 Northport Drive, Madison, Wisconsin, 53704 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$49,764.00 for the two year term.

The annual rent shall be \$24,882.00 payable in equal monthly installments of \$2,073.50 beginning on January 1, 2020.

Section 5. RENTAL ADJUSTMENTS. The rental rate shall not be adjusted during the initial two year term of this lease. The annual rental rate shall be increased by four (4%) per cent over the immediately preceding lease year at the beginning of each renewal option.

Section 6. RENEWAL OPTION. LESSEE shall have the option to renew this lease for an additional one two-year term and one one-year term under the terms and conditions set forth in this lease. Notification of LESSEE's intention to exercise its option to renew shall be delivered in writing to LESSOR at least 120 days before the expiration of the original

term of this lease except that in the event LESSEE exercises its option to renew, notice to exercise the second option term shall be given no later than August 31st, 2023.

Effective December 1 of each year during an option period the annual rental shall be increased by four (4%) per cent over the immediately preceding lease year, with said annual rental payable quarterly in advance.

Section 7. UTILITIES AND CERTAIN SERVICES. LESSOR shall be responsible for and furnish at its own expense all water and sewer services and snow removal required for LESSEE's use of the leased premises. LESSOR shall also furnish at its own cost and expense all required HVAC and electricity for normal operations and shall promptly pay the charges therefore when due.

Section 8. ALTERATIONS PROHIBITED. LESSEE shall make no changes, alterations, additions or improvements to the leased premises or parts thereof without the prior written consent of LESSOR.

Section 9. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 10. CONDITION OF PREMISES. LESSEE has examined the premises and accepts them in their present condition, and will at all times keep the premises in a neat, clean, safe and sanitary condition.

Section 11. REPAIRS. LESSEE agrees to keep and maintain the leased premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable casualty not occurring by fault of LESSEE. Unless a repair is made necessary by the negligence or improper use of the premises by LESSEE, LESSOR shall make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, walls, foundation, parking lot, and the plumbing, heating, electrical and other mechanical systems.

Section 12. REMOVAL OF FIXTURES. LESSEE may at any time during the term of this lease or upon termination or expiration of this lease, provided LESSEE is not in default, remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal.

Section 13. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR 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 or maintaining the building of which the leased premises are a part, and exhibiting the said premises to a subsequent lessee.

Section 14. LIABILITY, INDEMNIFICATION, INSURANCE. LESSEE shall indemnify and hold harmless LESSOR and its officials, officers, agents and employees from any suits, claims, damages, and losses caused by the negligent acts, errors, or omissions of LESSEE. LESSOR shall indemnify and hold harmless LESSEE and its officials,

officers, agents, and employees from any suits, claims, damages, and losses caused by the negligent acts, errors, or omissions of LESSOR.

Section 15. WAIVER OF SUBROGATION. LESSOR agrees to cause a waiver of subrogation to be included in LESSOR's policies of fire and extended coverage insurance, if obtainable from LESSOR's insurers and LESSEE agrees to waive any right of subrogation it may have against LESSOR. The parties hereto expressly waive any rights of recovery that each may have against the other for any and all liability and expense for loss, damage or destruction of property on or a part of the leased premises resulting from perils ordinarily covered by standard policies of fire and extended coverage insurance, vandalism and malicious mischief.

Section 16. 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 by certified mail addressed to the addresses 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 as aforesaid, with postage properly prepaid. Notices to LESSOR shall be sent to the Dane County Real Estate Officer, 5201 Fen Oak Drive, Madison, WI 53718, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Chief Financial Officer, Reach Dane, 2096 Red Arrow Trail, Madison, WI 53711.

Section 17. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the leased premises or be a nuisance or menace to neighboring property or occupants. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the demised premises. 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 termination, rent already paid shall be prorated.

Section 18. 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 the 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. Any violation of such rules and regulations which continues or is not remedied within thirty (30) days after receipt of notice thereof from LESSOR shall constitute a default entitling LESSOR to re-enter the premises and remove LESSEE and to use any other remedies available to LESSOR.

Section 19. UNFITNESS FOR OCCUPANCY. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered unfit for occupancy, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises unfit for occupancy but capable of being repaired in sixty (60) days, the same 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. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable for more than sixty (60) days, at the option of LESSEE either: (1) if the premises are repaired or reconstructed by LESSOR the rents shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored; or, (2) if within one hundred eighty (180) days after the time of the damage or destruction the premises have not been repaired or reconstructed for LESSEE's use, or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this agreement in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only and bears or implies no reference to contents.

Section 20. INSURANCE REQUIRED. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its directors, guests, business invitees, agents, employees or officers which is located on the leased premises provided that this section shall not be construed to relieve LESSOR of liability to LESSEE, its directors, guests, business invitees, agents, employees or officers for negligent acts or failures to act which are attributable to LESSOR, its agents, employees or officers.

Section 21. LESSEE'S OBLIGATIONS. LESSEE agrees to pay the rents at the times and in the manner aforesaid during the term of this lease, and at the expiration thereof, or earlier termination of the lease for any cause, 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 leased premises; that it will use the same for the above-named purpose only; 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 a reasonable rate considering 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 of the City of Madison and the State of Wisconsin, in connection with conducting its business or activities thereon. Building structure, operations and maintenance responsibilities of the LESSOR are not diminished or otherwise effected by LESSEE's obligations listed in this section.

Section 22. DEFAULT BY EITHER PARTY. Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty days to remedy the default. This period may be extended by a written agreement of the parties.

Section 23. 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 24. 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, subject to its attorney's approval as to form only, to execute any subordination agreement requested by such mortgagee of LESSOR.

Section 25. TERMINATION BY LESSOR. Notwithstanding any language herein to the contrary, LESSOR may terminate this lease, and all of its obligations thereunder in the event the Dane County Board of Supervisors, at any time during the term of this lease, authorizes the closing of this field office or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this lease. Any such termination shall require a minimum one hundred twenty (120) days written notice to LESSEE.

Section 26. TERMINATION BY LESSEE. Notwithstanding any language herein to the contrary, Lessee may terminate this lease and all of its obligations thereunder in the event that childcare services change. Any such termination shall require a minimum ninety (90) days written notice to Lessor.

Section 27. NONDISCRIMINATION. During the term of this lease LESSEE 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 a recipient of services (actual or potential), an employee or an applicant for employment, a tenant or an applicant for tenancy. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). LESSEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. 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 28. AFFIRMATIVE ACTION. LESSEE is subject to this paragraph only if LESSEE has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSOR. LESSEE shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Lease and failure to do so by said date shall constitute grounds for immediate termination of this Lease by LESSOR. LESSEE shall also, during the term of this Lease, provide copies of all announcements of employment opportunities to LESSOR's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected.

Section 29. EQUAL OPPORTUNITY EMPLOYER. In all solicitations for employment placed on LESSEE's behalf during the term of this Lease, LESSEE shall include a statement to the effect that LESSEE is an "Equal Opportunity Employer".

Section 30. RECORDS. LESSEE agrees to furnish all information and reports required by LESSOR's Contract Compliance Officer as the same relate to affirmative action and

nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Lease.

Section 31. ACCESS FOR PHYSICALLY DISABLED. LESSOR shall maintain access to the premises for the physically disabled as specified in Section 101.13 of the Wisconsin Statutes (1991-92) and acts amendatory thereto.

Section 32. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.

Section 33. 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 avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

Section 34. 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 35. 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 36. CAPTIONS. The captions of 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 37. 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 38. THIRD PARTIES. This lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

Section 39. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this lease shall not be amended in any fashion except in writing, executed by both parties.

Section 40. 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, have set their hands and seals to this Agreement which shall be effective as of the day and date by which both parties have executed this Agreement.

FOR LESSEE:

Reach Dane:

BY: _____ Date: 10/3/11
Name: Jan Ruby
Title: Executive Director

FOR LESSOR:

County of Dane:

BY: _____ Date: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____ Date: _____
Scott McDonell
COUNTY CLERK

Dane County Job Center Front End

