

# Dane County Contract Cover Sheet

Revised 06/2021

RES 243

BAF # 22165  
 Acct: DRS  
 Mgr: Smith  
 Budget Y/N: N

Dept./Division	Human Services /EAWS		
Vendor Name	Forward Service Corporation	MUNIS #	10887
Brief Contract Title/Description	Authorizes Dane County to enter into a Lease Agreement with Forward Service Corporation (FSC) at the Job Center on 1819 Aberg Avenue and South Madison Office on 2306 South Park Street. A Space Sharing Lease Agreement with Forward Service Corporation will begin January 1, 2023 and end on December 31, 2023 with the option to renew for four (4) successive one-year terms.		
Contract Term	1/1/2023 - 12/31/2023		
Contract Amount	\$ 36,624.00		

Contract # Admin will assign	14900
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Marcia Christiansen, CEO
Phone #	608-242-6391	Phone #	608-244-3526
Email	dcdhscontracts@countyofdane.com	Email	mchristiansen@fsc-corp.org
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	243
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2022
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2022.11.22 14:04:52 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/28/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, November 28, 2022 10:56 AM  
**To:** Hicklin, Charles; Hidalgo, Carmen; Pabellon, Carlos; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14900  
**Attachments:** 14900.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/1/2022 2:04 PM	Approve: 12/1/2022 2:04 PM
	Hidalgo, Carmen	Read: 11/28/2022 11:03 AM	Approve: 11/28/2022 1:28 PM
	Pabellon, Carlos	Read: 11/28/2022 10:57 AM	Approve: 11/28/2022 11:10 AM
	Lowndes, Daniel	Read: 11/28/2022 10:58 AM	Approve: 11/28/2022 11:00 AM
	Stavn, Stephanie	Read: 11/28/2022 1:27 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14900  
Department: Human Services  
Vendor: Forward Service Corporation  
Contract Description: Space Sharing Lease Agreement for the Job Center & South Madison Office (Res 243)  
Contract Term: 1/1/23 – 12/31/23  
Contract Amount: \$36,624.00

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1  
2  
3 **2022 RES-243**

4 **AUTHORIZING JOB CENTER AND SOUTH MADISON OFFICE SPACE SHARING**  
5 **LEASE AGREEMENT WITH FORWARD SERVICE CORPORATION**  
6 **DCDHS – EAWS DIVISION**

7 Dane County Department of Human Services (DCDHS) Economic Assistance and Work  
8 Services (EAWS) Division is in partnership with Forward Service Corporation (FSC) for  
9 the provision of Wisconsin Works (W2) and FoodShare Employment and Training  
10 services located at the Dane County Job Center and South Madison Offices. FSC has  
11 been leasing office space from the county since 2013 and its current lease expires at the  
12 end of 2022.

13  
14 FSC desires to sign a new one (1) year lease beginning January 1, 2023 and ending  
15 December 31, 2023 with the option to renew for four (4) successive one-year terms at a  
16 2% annual escalator for the following spaces:

17 1819 Aberg Avenue: Twenty-six (26) standard cubicle workspaces and five (5)  
18 standard sized private offices

19 2306 South Park St: One (1) standard cubicle workspaces and two (2) standard  
20 sized private offices along with exclusive use of conference  
21 room #108 and shared use of conference room #107.

22  
23 Rent shall be set at \$218.00 per workspace or office per month. FSC shall receive a  
24 monthly in-kind contribution of 20 workspaces or offices, resulting in a monthly rental  
25 payment of \$3,052.00 or \$36,624.00 annually for 14 workspaces and conference room  
26 use.

27  
28 **NOW, THEREFORE, BE IT RESOLVED** that Dane County enter into a Lease  
29 Agreement with Forward Service Corp under the terms summarized above; and

30  
31 **BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are  
32 hereby authorized to execute the described Lease on behalf of Dane County.

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

THIS LEASE AGREEMENT is entered by and between the County of Dane, hereinafter referred to as LESSOR and Forward Service Corporation, hereinafter referred to as LESSEE. The leased premises are located within Dane County Department of Human Services work space.

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 lease to LESSEE a certain part of the premises located at 1819 Aberg Avenue, Madison, Wisconsin AND 2306 South Park Street, Madison, Wisconsin referred hereinafter as the leased premises, more fully described as follows:

LESSOR 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, Wisconsin; and

LESSOR will designate and provide one (1) standard cubicle workspace and two (2) standard sized private offices, along with exclusive use of conference room #108 and shared use of conference room #107 within the Dane County Human Services building located at 2306 South Park Street, Madison, Wisconsin.

Specific workspace area locations may be changed during the term of this lease.

In addition to the described spaces, Dane County will provide 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 LESSEE 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 lease shall be for a period of one year, commencing on the first day of January, 2023 and ending on the thirty-first day of December, 2023, unless sooner terminated 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 from time to time in writing the amount of \$218.00 per workspace or office per month for the leased premises. LESSEE shall receive a monthly in-kind contribution of 20 workspaces or offices. The monthly rental payment shall be \$3,052.00 or \$36,624.00 annually.

Section 5. RENTAL ADJUSTMENTS. The rental rate per workspace will not be increased during the initial rental period as provided in Section 3. Thereafter, the rent per workspace will increase by two percent (2%) over the immediately preceding rental period at the beginning of the renewal option. LESSEE 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 LESSOR has such space available. LESSEE

may reduce workspace under the lease by giving LESSOR thirty (30) days written notice to LESSOR, in which case rent will then be reduced per workspace at the cost described in Section 4.

Section 6. RENEWAL OPTION. LESSEE shall have the option to renew this lease for four (4) successive one-year terms, under the terms and conditions set forth in this lease. The rent per workspace will increase by two percent (2%) over the immediately preceding rental period at the beginning of the renewal option. Notification of LESSEE's intention to exercise its option to renew shall be delivered in writing to LESSOR at least 90 days before expiration of the original term of this lease.

Renewal Option Rental Rate Schedule					
Begin Date	End Date	# of spaces	Rate/Space	Annual Cost	Monthly Cost
1/1/2024	12/31/2024	14	\$222.00	\$37,296.00	\$3,108.00
1/1/2025	12/31/2025	14	\$226.00	\$37,968.00	\$3,164.00
1/1/2026	12/31/2026	14	\$231.00	\$38,808.00	\$3,234.00
1/1/2027	12/31/2027	14	\$236.00	\$39,648.00	\$3,304.00

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

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

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

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

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

Section 12. RULES. LESSEE 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. LESSEE shall comply with all statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the leased premises. In addition, LESSEE will follow

reasonable rules established by LESSOR governing the workspace provided, including enforcement of terms to which LESSOR must comply where the property is leased by LESSOR from a third party. The rules may be rescinded, amended or added to by LESSOR 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. LESSEE shall indemnify and hold LESSOR 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 LESSEE.

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

- a. Notices to LESSOR shall be addressed to the Director of the Dane County Department of Human Services, Shawn Tessmann, 1202 Northport Dr., Madison, WI 53704.
- b. Notices to LESSEE shall be addressed to: Michelle Szabrowicz, CFO, 4600 American Parkway, Ste. 301, Madison, WI 53718.

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

Section 17. NOTICE OF DEFAULT. Should either party be in default under any provision of this lease, 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 LESSOR may request an immediate remedy or terminate this lease 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 not shall it affect the right of the party to enforce the same upon a subsequent default or breach.

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

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

Section 23. THIRD PARTIES. This lease is intended to be an agreement solely between the parties thereto 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, 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 lease supersedes any and all oral agreements and negotiations between the parties. This lease 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.

FOR LESSEE:  
Forward Service Corporation

BY:  Dated: October 21, 2022  
Marcia Christiansen, Chief Executive Officer

FOR LESSOR:  
County of Dane County

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

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







# FSC\_AbergParkAgreement\_2023\_REVISED

Final Audit Report

2022-10-23

Created:	2022-10-21
By:	Kerri Hanger (khanger@fsc-corp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbg5HIPHxvOPNtEIK7ScK1P3IroCAMgmi

## "FSC\_AbergParkAgreement\_2023\_REVISED" History

-  Document created by Kerri Hanger (khanger@fsc-corp.org)  
2022-10-21 - 7:39:33 PM GMT- IP address: 162.218.1.22
-  Document emailed to mchristiansen@fsc-corp.org for signature  
2022-10-21 - 7:40:04 PM GMT
-  Email viewed by mchristiansen@fsc-corp.org  
2022-10-23 - 1:57:48 PM GMT- IP address: 195.158.210.214
-  Signer mchristiansen@fsc-corp.org entered name at signing as Marcia L Christiansen  
2022-10-23 - 1:58:37 PM GMT- IP address: 71.87.127.127
-  Document e-signed by Marcia L Christiansen (mchristiansen@fsc-corp.org)  
Signature Date: 2022-10-23 - 1:58:39 PM GMT - Time Source: server- IP address: 71.87.127.127- Signature captured from device with phone number XXXXXXXX8148
-  Agreement completed.  
2022-10-23 - 1:58:39 PM GMT