## Res 310 BAF#\_18124\_\_\_

## **Dane County Contract Cover Sheet**

Dept./Division	Human Se	rvices / CYF			Contract #	13	553		
Vendor Name	CYRENA PONDROM			Addendum					
Vendor MUNIS # 28855-1					Type of Contract				
	Routing purposes only Renewal of lease for					Dane Count			
Brief Contract					Grant				
Title/Description	JFF/ECI office located at 2225 Allied Drive, Madison 53703 Apt 1,2,3,4 Money is in the budget.					County Les	500		
ر. 	, , , , , , , , , , , , , , , , , , ,				County Les				
Contract Term 1-1-19 to 12-31-19						Intergovern Purchase of			
Total Contract \$35,10						Property Sa			
Amount						Other			
1997 - 1997 -		under – Best Ju							
		Between \$10,000 - \$35,000 (\$0 - \$25,000 Public Works) (3 quotes required)							
Purchasing				under Public Works)	)	RFE/RFP	RFB/RFP #		
Authority		- Over \$35,000 or unit							
				Property Purchase/	Sale, Other				
MUNIS Req.	Org Code		ОБі	Code	Δ	ount	\$		
Reg #	Org Code			-Code	12		\$		
Year	Org Code			Code	1. A. 10 A. 10	and the second	<u>\$</u>		
					\$40,000 Public Wo	and the second			
Domestic Partner	EN/A Does Dome			Requirement Ap lew/Approvals		s No	Distanti D		
	by DOA	1/21/18							
Controller	· · · · · · · · · · · · · · · · · · ·	•	11/2/18						
C Purchasing	······			-		,			
ue ·	-	11/26/18 11/26/18							
Corporatio	n Counsel	Section	low	_					
County Exe		"/w/18	M/21/18						
		Contact Infe			Vendor Com				
	arson, Contract C			Name Na	an Thornton	ANULUY			
Phone # 608-242-	6391			- Phone # 60	8-240-8840	····			
Email Larson.spring@countyofdane.com				E	an@faircrest.com ircrest Management, A	tto: Nan Thomto	n <sup>.</sup> 1741		
Address 1202 Nor	thport Drive, Mac	dison WI 53704,	Rm 454		ommercial Ave, Madiso		u, (/ <b>*)</b>		
a. Dane Coun				Approvals	Initia		Date		
b. Budget/Personnel Required				g. Accountant	kc		0/31/18		
c. Program M	anager Name	Chance		h. Supervisor	Cu	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	11-7-18		
<ul> <li>b. Budget/Personnel Required</li> <li>c. Program Manager Name Chance</li> <li>d. Current Contract Amount</li> <li>e. Adjustment Amount</li> <li>f. Revised Contract Amount</li> </ul>			i. Corporation C	Counsel	A C	1-7-18			
e. Adjustment Amount j. To Provider									
Department Head A	pproval/Lyn	n Green, Dire	ctor 🗸	$2 \subset$	<u>FI</u>				
		·	· · · · C	zyme	Neen	2			

Nich and

	ification: attached confract is a:
x	Dane County Contract without any modifications.
	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
	Non-standard contract.

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

· · · · · · · · · · · · · · · · · · ·	Signature Date	
Director of Administration	Comments	
	Signature Date	/
Corporation Counsel	Comments	

a second a second second

## Memorandum

- To: Joe Parisi
- CC: Lynn Green, Ron Chance, Martha Stacker, Laura Hicklin, Sharene Smith, Amanda DePagter
- From: David Marshall
- Date: 10/31/2018

Re: Joining Forces for Families / Early Childhood Initiative – Allied Drive

The attached resolution is to contract with Pondrom Apartments (managed by Faircrest Management, LLC) for a Joining Forces for Families (JFF) / Early Childhood Initiative (ECI) lease for space at 2225 Allied Drive Apartments 1-4, in Madison, Wisconsin. The lease period runs from 01/01/19 to 12/31/18 at a cost of \$2,925 per month for a total of \$35,100 per year. The rental rate has increased for this lease extension – which is still below market rate. The lease includes an automatic renewal option for the second year (01/01/20 to 12/31/20) which would increase the rent 4%, which would be approximately 3,042 a month/36,504 a year.

This office space includes garbage collection, water and sewer, with utilities other than electricity being covered by Pondrom Apartments. The space will be utilized by JFF staff and ECI. The rent is included in the CYF Operating budget line.

1

This lease contract dated this <u>1st</u> day of <u>January</u>, 2019 is entered into by Cyrena Pondrom D/B/A Pondrom Apartments, hereinafter referred to as "Landlord" and <u>Dane County & Joining Forces for Families</u>, hereinafter referred to as "Tenant".

**PREMISES:** 2225 Allied Drive (4 units) # 1, # 2, # 3, # 4 \_\_\_, Madison, WI, 53703.

TERM: The lease shall commence on <u>January 1</u>, 2019 and ends on <u>December 31</u>, 2019. If tenant shall continue to occupy the premises after the end of the lease term without the Landlord's consent, rent shall be double.

**<u>RENT</u>:** Rent shall be **\$** <u>2,925.00</u> per month, due on the first of each month, payable at 1741 Commercial Ave., Madison, WI 53704. If rent is over five days late, a late charge of \$75.00 and an additional \$5 per day thereafter is due and payable, along with the contract rent. NSF checks will result in an additional \$50 fee. **<u>RENEWAL TERM</u>**: This lease shall renew for an additional <u>One Year</u> term. The rent for this renewal shall increase by 4%. Terminating this automatic renewal requires written notice to the Lessor no less than 60 days prior to the expiration of the original lease term.

SECURITY DEPOSIT: \$ -0- LOCKING

<u>UTILITIES:</u> Tenant (electric, including hallway electric, gas, water 8 sewer)  $\mathcal{M}$ <u>PARKING:</u> Tenants and their staff or clients are allowed to park in the stalls and area as allocated by the

management. PETS: No pets shall be allowed on the premises.

**NO SMOKING:** Tenant understands that there shall be no smoking at any time in the building by the Tenant, their staff, clients, or other visitors.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant may assign this agreement or sublet any portion of the premises without written consent of the owner, or owner's agent, but must provide the Lessor with a copy of the sublet agreement.

**MAINTENANCE, REPAIRS AND ALTERATIONS:** Tenant shall maintain the premises in a safe, sanitary manner and in as good general condition as at the beginning of the tenancy or as subsequently improved, normal wear excepted. Tenant shall not without written consent from landlord physically alter the premises or cause a contractor's lien to attach to the premises, commit waste to the premises or the property of which it is a part. Tenant shall be responsible for any damage caused by negligence of the tenant, customer or guest.

a part. Tenant shall be responsible for any damage caused by negligines of the tenant be state of repair the Tenant is responsible for maintenance of window glass. Landlord shall keep in reasonable state of repair the structure of the building in which the premises are located, those portions of the premises under landlord's control, and all equipment necessary to supply services landlord has expressly agreed to furnish.

**CONTROL OF COMMON AREAS:** All parking areas, driveways, entrances, exits, sidewalks, ramps, landscaped areas, and any other areas provided by Landlord for the common use of the tenants of the Complex, shall be subject to the exclusive control and management of Landlord or their agents.

ENTRY AND INSPECTION: Tenant shall permit owner to enter the premises at any time with reasonable notice for any reasonable purpose.

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury occurring on the premises, and tenant agrees to hold owner and their agents harmless from any claims, except where owner's negligence was the cause.

**DEFAULT:** If tenant fails to perform any requirement herein, landlord may terminate all rights of tenant hereinafter unless tenant cures default within five days of such notice. If tenant abandons premises and is in default, owner or their agents may dispose of any property on the premises without further notice. If tenant defaults, landlord shall undertake to re-rent premises, but tenant remains liable for all rent, utilities and rental expenses until premises is re-rented to a new tenant satisfactory to landlord.

INSURANCE: Tenant shall maintain a public liability insurance policy naming the Landlord and Faircrest Management LLC as additional insured.

TRASH REMOVAL: Tenant shall remove all refuse from premises at regular intervals following any municipal trash and recycling rules or ordinances. Tenant shall be allowed use of the dumpsters on property for reasonable amounts of refuse from Tenant's business only.

ATTORNEY'S FEES: In any legal action pertaining to enforcing this lease, the Landlord shall be entitled to all costs incurred in such action.

**WAIVER:** No failure by owner to enforce any provision hereof shall be deemed a waiver nor shall acceptance of any partial payment waive owner's right to full payment.

Telephone \_ Email

**IMPROVEMENTS:** Tenant accepts premises "as-is" upon commencement of their lease.

This lease was drafted by Faircrest Management, LLC., who represents the landlord. This lease is binding upon and insures to heirs, assigns or successors. In witness whereaf, the parties have executed this lease on \_\_\_\_\_\_.

By Brian Bosben, Agent **Pondrom Apartments** 

Tenant/Title	seph Therisi
Email	
Tenant/Title 50	ett Mc Donell