

Dane County Contract Cover Sheet

Revised 06/2021

Res 098

BAF # 23084
 Acct: Breunig
 Mgr: Chance
 Budget Y/N: n

| | | | |
|---|--|----------------|------|
| Dept./Division | Human Services /JFF | | |
| Vendor Name | Waunakee Community School District | MUNIS # | 8602 |
| Brief Contract Title/Description | Lease for JFF office with Waunakee Community School District. Current lease expires on June 30, 2023. Both parties have agree to a new (11) month lease which will expire 5/31/2024, before the school is demolished in early summer 2024. Lease rate is \$75.00 per month/\$825 total lease term rent. JFF is responsible for utilities and landlord is responsible for lawn care and snow removal. | | |
| Contract Term | 7/1/2023 - 5/31/2024 | | |
| Contract Amount | \$ 825.00 | | |

| | |
|--|----------------------|
| Contract # Admin will assign | 15163 |
| Type of Contract | |
| <input type="checkbox"/> | Dane County Contract |
| <input type="checkbox"/> | Intergovernmental |
| <input checked="" type="checkbox"/> | County Lessee |
| <input 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 | Steve Summers |
| Phone # | 608-242-6391 | Phone # | 608-849-2000 ext 8012 |
| Email | dcdhscontracts@countyofdane.com | Email | stevesummers@waunakee.k12.wi.us |
| 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 # tbd | Org: 72353 | Obj: 20511 | Proj: | |
| | Year | Org: | Obj: | Proj: | |
| | | 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 # | 098 |
| | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. | | Year |
| | <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: 2023.07.12 15:51:35 -05'00' |

| APPROVAL – Contracts Exceeding \$100,000 | |
|--|----------------------------|
| Director of Administration | Corporation Counsel |
| | SHR 7/11/23 |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | |
|--|-------------------------|------------------|---|
| DOA: | Date In: 7/12/23 | Date Out: | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, July 14, 2023 10:57 AM
To: Hicklin, Charles; Lowndes, Daniel; Rogan, Megan
Subject: Contract #15163
Attachments: 15163.pdf

| Tracking: | Recipient | Read | Response |
|------------------|------------------|--------------------------|-----------------------------|
| | Hicklin, Charles | Read: 7/17/2023 8:43 AM | Approve: 7/17/2023 8:43 AM |
| | Lowndes, Daniel | Read: 7/17/2023 11:17 AM | Approve: 7/17/2023 12:13 PM |
| | Rogan, Megan | Read: 7/14/2023 11:00 AM | Approve: 7/14/2023 11:00 AM |

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

Contract #15163
Department: Human Services
Vendor: Waunakee School District
Contract Description: JFF Office Lease (Res 098)
Contract Term: 7/1/23 – 5/31/24
Contract Amount: \$825.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3 **2023 RES-098**

4 **AUTHORIZING LEASE FOR JOINING FORCES FOR FAMILIES PROGRAM,**
5 **WAUNAKEE DCDHS – PEI DIVISION**

6 Dane County Department of Human Services (DCDHS) Prevention and Early
7 Intervention (PEI) Division provides localized services in communities identified as
8 needing those services the most through the Joining Forces for Families Program (JFF).
9 This program leases office space in a building located at 501 South Street, Waunakee,
10 owned by the Waunakee Community School District.

11
12 The School District has informed JFF that it intends to demolish Heritage Elementary
13 School, the building in which it rents the space, next year. The current lease expires on
14 June 30, 2023 and JFF intends to continue leasing this space until that time. The parties
15 have agreed to a new eleven (11) month lease, which will expire May 31, 2024, before
16 the school is demolished in early summer of 2024.

17
18 The negotiated monthly rental rate for this office space will remain the same as the
19 current lease, at \$75.00 per month for total lease term rent of \$825. JFF is responsible
20 for utilities and the landlord will be responsible for lawn care and snow removal.

21
22 NOW, THEREFORE, BE IT RESOLVED that Dane County enter into a Lease with the
23 Waunakee Community School District under the terms summarized above; and

24
25 BE IT FURTHER RESOLVED that the Dane County Executive and County Clerk are
26 hereby authorized to execute the described lease on behalf of Dane County.

LEASE

This LEASE, made and entered into by and between Waunakee Community School District (hereinafter referred to as "Lessor") and County of Dane (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 lease unto Lessee office space more particularly designated and known as the Joining Forces for Families Office, 501 South Street, Waunakee, WI 53597, hereinafter referred to as the "Leased Premises".

Section 2. **EXCLUSIVE USE OF LEASED PREMISES.** During the term of this Lease, Lessee shall be entitled to the exclusive use of the Leased Premises for the purpose of operating and conducting the business of a community office site for the Dane County Human Services Department or any other lawful use with the consent of Lessor, which consent shall not be unreasonably withheld.

Section 3. **LEASE TERM.** The term of this lease shall be for a period of eleven (11) months, beginning on July 1, 2023 and running through May 31, 2024.

Section 4. **RENTS.** As rent for the Leased Premises, Lessee shall pay to Lessor, or at such other place as Lessor may designate in writing from time to time, a total sum of \$75.00 per month for a total of \$825.00 per rental term.

Section 5. **RENTAL ADJUSTMENTS.** There are no rental adjustments for the term of the lease.

Section 6. **UTILITIES AND CERTAIN SERVICES.** Lessor shall be responsible for and furnish at its own expense all utilities except electricity, gas for the hot water heaters and telephone, required for Lessee's use of the Leased Premises. Lawn care and snow removal is the responsibility of the Lessor.

Section 7. **ALTERATIONS PROHIBITED.** Lessee shall make no changes, alterations, additions or improvements to the Leased Premises or parts whereof without the prior written consent of Lessor.

Section 8. **NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet or assignment of this lease unless in writing, consented to by Lessor.

Section 9. **REPAIRS.** Lessee shall keep and maintain the Leased Premises in good repair and condition except for damage by fire not occurring by fault of Lessee. Lessor shall make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, foundation, parking lot and major mechanical systems.

Section 10. REMOVAL OF FIXTURES. Lessee may, upon termination or expiration of this lease, remove any trade fixtures installed by Lessee on condition that Lessee shall repair at its cost any damage caused by such removal.

Section 11. LESSOR'S ACCESS TO LEASED PREMISES. Lessor, or its authorized representative, 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, maintaining and improving the building of which the Leased Premises are a part, responding to an emergency, preventing waste and exhibiting the Leased Premises to prospective tenants or purchasers.

Section 12. NO MUTUAL INDEMNIFICATION. Lessor and Lessee 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 of joint liability, Lessor and Lessee shall be responsible for 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 Lessor and Lessee to impose liability beyond that imposed by state statutes.

Section 13. 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 shall be served or given by certified mail to the addresses as 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 aforesaid with postage property prepaid.

To Lessor: Waunakee Community School District
100 School Drive
Waunakee, WI 53597

To Lessee: Dane County Land & Water Resources
Attn: Real Estate Coordinator
5201 Fen Oak Drive, Room 208
Madison, WI 53718

Section 14. 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 neighboring tenants within the building. Lessee shall comply with all laws, statutes, ordinances, rules and regulations of any agency or government having authority or jurisdiction over the demised premises.

Section 15. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. Lessee shall observe and comply with the Lessor's rules and regulations pertaining to the Leased Premises and 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 provided that any such rescission, amendment or addition (i) shall apply to all tenants equally and (ii) shall not unreasonably interfere with Lessee's planned use of the Lease Premises. Lessee shall have (5) days advance written notice of any such rescissions, amendments or additions and in the event Lessee shall object thereto in writing, such rescissions, amendments or additions shall not become effective against Lessee until Lessee and Lessor have negotiated and reached agreement therein. If Lessee is unable to accept Lessor's revised, rescinded or amended Rules and Regulations after fourteen (14) days, Lessee shall have the right to terminate its lease with a thirty (30) day notice. Any violation of existing or amended rules and regulations which continues or is not remedied within fourteen (14) days after receipt of notice thereof from Lessor shall constitute a material default in the lease entitling Lessor to re-enter the Leased Premises and move Lessee and to use any other remedies available to Lessor.

Section 16. **UNTENABLE PREMISES.** If the space assigned to Lessee is partially damaged by fire or other casualty, but not rendered untenable, Lessor shall repair the Leased Premises at its own cost and expense. If the damage is so extensive as to render the Leased Premises untenable but capable of being repaired, Lessor shall give Lessee a good faith estimate of the amount of time necessary to repair the Leased Premises to tenable condition and Lessee at its option may terminate the lease. If Lessee does not terminate the lease, the Leased Premises 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 Leased Premises shall be restored and again made tenable.

Section 17. **INSURANCE REQUIRED.** Lessee shall insure or otherwise protect itself against losses by fire, theft or other cause to any personal property of Lessee, its agents, employees of officers, which is in the Leased Premises.

Section 18. **LESSEE'S OBLIGATIONS.** During the term of this lease, Lessee agrees to pay the rents at the times and in the manner set forth herein. At the expiration thereof or earlier termination of the lease for any cause, Lessee agrees 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 purposes only; that it will observe special care and caution to preserve the Leased Premises from damage or injury by fire or otherwise; 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 the lowest reasonable rate consistent with Lessee's use of the Leased 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, rules and regulations of the County of Dane and the State of Wisconsin, and any agency thereof in connection with conducting its business or activities thereon.

Section 19. **LESSOR'S OBLIGATION.** Lessor shall be responsible, at its own cost and expense, for maintaining in good order, all mechanical systems including heating, water, sewer, other plumbing and all structural repairs.

Section 20. **DEFAULT OF LESSEE.** It is mutually understood and agreed that in case default be made in the payment of the rents above stipulated, provided that if Lessee fails to cure such default within fifteen (15) days after notice thereof is given by Lessor, or in case of noncompliance with any other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by Lessee provided Lessee fails to cure such non-compliance within ten (10) days after notice thereof is given by Lessor, then and in any such event it shall be lawful for Lessor, its agents, attorneys or assigns, at any time thereafter at the election of the Lessor, in addition to any and all other remedies provided by law or this lease, to declare said term ended and again to possess and enjoy the Leased Premises as before this lease.

Section 21. **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 22. **SUBORDINATION.** Lessee agrees to subordinate its interest in and to the Leased Premises to any first mortgage lien placed on the Leased Premises by Lessor during the term of the lease or any extension thereof and to execute any subordination agreement requested by such mortgagee of Lessor.

Section 23. **NONDISCRIMINATION.** In the performance of the services under this lease, Lessor and Lessee agree 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, political beliefs or student status. Lessor and Lessee further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this lease because of race, religion, color, age, disability, sex or national origin.

Section 24. **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 25. **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 affect the right of the party to enforce the same upon a subsequent default or breach.

Section 26. **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 27. **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 28. CAPTIONS. The captions or 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 of this lease, nor in any way affect this lease.

Section 29. SUCCESSORS AND ASSIGNS. This lease shall bind and insure to the benefit of the Lessor and Lessee hereto, its heirs, representatives, successors and assigns except as otherwise herein specifically provided.

Section 30. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change or addition to or of this lease shall be binding upon Lessor or Lessee unless the same is reduced to writing and signed by the Lessor and Lessee.

Section 31. CHOICE OF LAW. This lease will be interpreted according to the laws of Wisconsin and any action will be venued in Dane County. The lease will not be construed against the drafter.

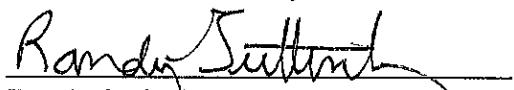
Section 32. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Section 33. COPIES VALID: This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS WHEREOF, LESSOR AND LESSEE, by their respective authorized agents, have set their hands and seals as of the day and date first set forth above.

FOR LESSOR:

Waunakee Community School District



Randy S. Guttenberg, District Administrator

FOR LESSEE:

County of Dane

Joseph T. Parisi, Dane County Executive

Scott McDonell, Dane County Clerk

