

AGREEMENT BETWEEN

MILWAUKEE COUNTY OFFICE FOR PERSONS WITH DISABILITIES  
AND  
GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC.

This Agreement made and entered into this 26th day of September, 2014 by and between MILWAUKEE COUNTY acting through its MILWAUKEE COUNTY (hereinafter referred to as "COUNTY") OFFICE FOR PERSONS WITH DISABILITIES (hereinafter referred to as "OPD"), 901 N. 9 Street, Room 307 B., Milwaukee, Wisconsin 53233; and GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC. 5300 North 118th Street, Milwaukee, Wisconsin 53225, contact: Jane Kirchhoff (262-832-3202) (hereinafter referred to as "LESSEE").

**WITNESSETH:**

Each party in consideration of mutual promises hereby agrees as follows:

1. LESSEE is permitted to rent the main hall of Milwaukee County's Wil-O-Way Underwood Recreation Center, 10602 Underwood Pkwy, Wauwatosa, Wisconsin 53226 on Monday through Friday from 8:00 a.m. to 4:30 p.m. On occasion the County may request usage of the Main Halls before 4:30 pm. with the consent of LESSEE staff.
2. And LESSEE shall be accorded appropriate Office space as determined by the needs of the facility as determined by the OPD. Some of the Office space will be accorded with exclusive access to LESSEE to allow for locking up materials and Office supplies and equipment.
3. The term of this Agreement shall be for three (3) years from January 1, 2015 to December 31, 2017 inclusive (subject to the provisions for termination hereinafter expressed), or beginning upon such date as current tenant has exited the Premises and the Premises are cleaned, such date to be no later than March 1, 2015, ending three (3) years from such date. OPD promises to provide at least 100 days prior written notice of confirmation of the start date to LESSEE. Should such current tenant not exit the premises by March 1, 2015, LESSEE shall have the right to terminate this lease immediately without penalty.
4. It is mutually agreed that LESSEE will pay to the OPD the following fee:

**Rental Fee**

Months 1-12: \$2,500.00 per month

Months 13-24: \$2,600.00 per month

Months 25-36: \$2,704.00 per month

Payable on the first day of the month throughout the Term.

Checks shall be made payable to Milwaukee County Treasurer and mailed or delivered to OPD at the above address.

(a) Interest: Unless waived by the County Board of Supervisors, lessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the agreement with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1 % per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(b) Penalty: In addition to the interest described above, lessee may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with Milwaukee County, as may be

determined by the administrator of this Agreement, or his/her designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(c) Audit results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to Milwaukee County, interest and penalty shall be calculated thereon in accordance with the above method. Lessee shall remit to Milwaukee County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by Milwaukee County.

(d) Non-exclusivity: This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for lessee's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

5. LESSEE shall provide a sufficient number of employees to adequately serve their participants

#### 6. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS.

In accordance with Section 56.17 of the Milwaukee County General Ordinance and Title 41 of the Code of Federal Regulations, Chapter 60, LESSEE certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination: LESSEE certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. LESSEE will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program: LESSEE certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities and people with disabilities and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented. LESSEE also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be their responsibility to show that they have met all such requirements.

Non-Segregated Facilities: LESSEE certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors: LESSEE certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certification in its files.

Reporting Requirement: Where applicable, LESSEE certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan: LESSEE certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with anyone of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 2711 W. Wells Street, Milwaukee, Wisconsin. If a current plan has been filed, indicate where filed \_\_\_\_\_ and the contractors who have 50 or more employees to establish similar written affirmative action plans.

Employees: LESSEE certifies that it has \_\_\_\_\_ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha and Ozaukee, Wisconsin) and \_\_\_\_\_ employees in total.

Compliance: LESSEE certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

## 7. FINANCIAL RESPONSIBILITY:

A. To the fullest extent permitted by law, LESSEE agrees to be financially responsible for all loss or expense, including costs and attorney's fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of LESSEE, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

B. INDEMNITY. The LESSEE agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the OPD and COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the LESSEE, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

LESSEE shall indemnify and save OPD and COUNTY harmless from any award of damages and costs against COUNTY and OPD for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

OPD and COUNTY agree to the fullest extent permitted by law to indemnify, defend and hold harmless LESSEE and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees, by reason of liability for damages including suits at law or in equity cause by any wrongful, intentional, or negligent act or omission of OPD and COUNTY or its (their) agents or employees which may arise out of or are connected with the activities covered by this agreement.

C. INSURANCE. LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts.

### **Type of Coverage**

### **Minimum Limits**

Wisconsin Workers' Compensation or Proof  
of All States Coverage Employer's Liability

Statutory  
\$100,000/\$500,000/\$100,000

### **Comprehensive General Liability**

Bodily Injury & Property  
Damage (Incl. Personal Injury,  
Fire Legal & Contractual & Products /

\$1,000,000 Per Occurrence

Completed Operations \$1,000,000 General Aggregate

**Automobile Liability**

Bodily Injury & Property Damage \$1,000,00 Per Accident  
All autos owned, non-owned and/or hired  
Uninsured Motorists Per Wisconsin Requirements

COUNTY, shall be named as additional insured, as its interests may appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverage's shall be submitted for review and approval by COUNTY for the duration of this agreement. Coverage's shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this agreement.

D. County shall receive, six weeks prior to the contracted event, certificates of insurance before LESSEE begins its responsibilities outlined herein.

E. County shall be named as additional insured, as its interest may appear as it relates to this contract.

F. LESSEE and their insurer's waive their rights of subrogation against Milwaukee County as it relates to actions arising out of this contract.

G. A cross liability endorsement will be added to the certificate of insurance when it specifies Comprehensive General Liability Insurance.

H. Coverage shall be with an insurance company rated "A" per Best's Key Rating guide.

I. Coverage shall be placed with an insurance company approved by the State of Wisconsin.

J. All such proof of insurance required herein shall state that thirty (30) days written notice will be given to the COUNTY, by service of such notice upon the COUNTY, before any insurance is materially changed, canceled, or limits are markedly reduced.

K. Additional information as to policy form, retroactive date discovery provisions, and applicability retentions shall be submitted to the COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for wavier from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this agreement.

8. TELEPHONES: LESSEE agrees, at their expense, to install and maintain telephone service for their program areas. Installation location is subject to the approval of the OPD.

9. STORAGE: LESSEE will be allowed to maintain equipment and supplies with the approval of the OPD.

10. CLERICAL SERVICES: No secretarial or receptionist services, office supplies, or office equipment will be provided by the COUNTY in this agreement.

11. ACCESS: COUNTY staff shall have access to the rental areas at any time. Program and custodial staff must have access to the areas to retrieve supplies or access other rooms as needed

With mutual agreement, The OPD and contracted staff may continue to schedule daytime groups in the main hall on a limited basis at which time LESSEE will share the main hall or use the art room. Schedules agreeable to both will be posted to allow maximal use of facilities. It is understood that any such scheduling must be mutually agreeable and that LESSEE's clients will be invited to participate in any such events that are appropriate. The OPD will actively seek to integrate LESSEE participants in any appropriate recreational or volunteer programs.

In the event that rain comes unexpectedly, LESSEE will be permitted to use the art room in place of the main hall, if not available, so that day camp programs can move inside. The day campers will not be scheduled to use the main hall except on rain days.

LESSEE may use the wading pool with proper supervision. The picnic areas and garden space may also be used with the understanding that they are not to displace the day campers.

LESSEE will be permitted to use the kitchen facilities. They must, however, provide all expendable supplies including food, drinks, paper goods, plastic ware, table coverings and dish towels.

For the fee of \$150.00 per year, LESSEE will be allowed to use existing recreational equipment at the center. This fee covers normal wear and tear and is payable at the time of contract signing at the above address.

12. OTHER CONDITIONS: LESSEE will be responsible for replacing equipment damaged due to negligence or inappropriate usage.

Milwaukee County will provide daily custodial services for general cleaning and a contact for services for general maintenance concerns. LESSEE is responsible for cleaning table tops, the kitchen and to put away and secure all their supplies used for their programs on a daily basis. LESSEE staff is responsible to sweep and/or spot mop the floors as spills occur throughout the day.

Major floor stripping and waxing will be scheduled at least twice annually. This work will be scheduled well in advance so as not to cause major disruption to programming. LESSEE agrees to cooperate with scheduling this work.

The Premises will be air conditioned and heated, provided for by OPD, and OPD and/or the COUNTY will agree to provide shoveling services in the winter of the walkways and parking lots.

If any renovations are preformed throughout the Term of the agreement OPD and COUNTY agree to ensure that sufficient space is functional for LESSEE to perform standard daily programming with minimal interruption.

OPD will allow LESSEE to park a van in the parking lot overnight as necessary.

13. HOLIDAYS: Wil-O-Way Centers are closed on the following dates: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday following Thanksgiving; Christmas Eve; and Christmas Day. LESSEE will not use the building on these dates.

In the event of severe weather, Wil-O-Way will be closed only if the County Executive closes the Department of Parks, Recreation and Culture.

14. This Agreement may be terminated at the discretion of the DIRECTOR at any time when it is determined that the public's best interests would be served. LESSEE upon receipt of notice of termination of Agreement shall promptly and no later than ninety (90) days thereafter remove all equipment from the site. LESSEE may terminate this agreement with a sixty (60) day notice in writing to OPD.

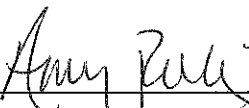
15. LESSEE shall not (a) assign this Agreement or any interest under it; (b) sublet the leased premises or any part thereof; and (c) permit the use or occupancy of the premises or any part thereof by anyone other than LESSEE, except as provided in this contract.

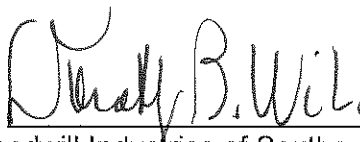
16. LESSEE shall comply with all the provisions of the Americans with Disabilities Act (ADA), PL 101-336, within its programs, services, staff, etc.

IN WITNESS WHEREOF, in full and complete acknowledgment of the contents of this Agreement, the parties hereto have set their hands as of this 26th day of September, 2014.

WITNESS:

(LESSEE)

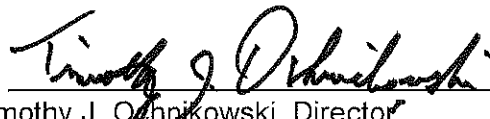
  
\_\_\_\_\_  
Amy Runk - Attorney

by   
\_\_\_\_\_  
Goodwill Industries of Southeastern Wisconsin, Inc.

WITNESS:


MILWAUKEE COUNTY Office for Persons with Disabilities

  
\_\_\_\_\_  
Mike Bonk

by   
\_\_\_\_\_  
Timothy J. Ochinkowski, Director

Approved by Corporation Counsel

Reviewed by Milwaukee County Risk Manager

  
\_\_\_\_\_  
Paul Bargren, Corporation Counsel

  
\_\_\_\_\_  
Amy Pechacek, Risk Manager