

LEASE
BETWEEN
MILWAUKEE COUNTY PARKS
AND
COA YOUTH AND FAMILY CENTERS
MOODY PARK

This Lease Agreement ("Lease") is made and entered into effective _____, by and between the MILWAUKEE COUNTY PARKS (the "County" or "Landlord") and COA YOUTH AND FAMILY CENTERS ("COA" or "Tenant"), 909 E. North Avenue, Milwaukee, WI 53212. Referenced together the County and COA are "Parties" to this Lease Agreement.

WITNESSETH:

WHEREAS, COA is a 501(c)(3) not-for-profit privately funded organization, which exists to help Milwaukee children, teens and families reach their greatest potential through a continuum of educational, recreational and social work programs offered through its urban community centers and rural camp facilities; and

WHEREAS, regularly scheduled youth and family programming in Moody Park is essential to bringing residents into the park, and the community building in Moody Park provides an ideal space to bring people into the park for safe and wholesome activities. This, in turn, will strengthen the community, transform lives and protect the future leading to improved health and wellness, protecting open space, engaging the community and ensuring all people have access to the benefits of the Park.

WHEREAS, COA wishes to enter into a multiple-year Lease arrangement with the County for the use of Moody Park in Milwaukee, Wisconsin 53206 to provide a diversity of programs, events, and activities for the Moody Park neighborhood; and

WHEREAS, recognizing that the development of a multiple-year Lease Agreement for the use of Moody Park is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. BUILDING AND PREMISES:

COA shall use the Moody Park community building ("Building") located at 2201 West Auer Avenue in Milwaukee, Wisconsin 53206 and agreed upon adjacent areas for programming, events, and activities. The Leased Premises shall include the community room, vestibule entering the community room, and the interior public restrooms ("Leased Premises"). The Leased Premises does not include the mechanical room, storage rooms, or the splash pad. Outdoor restrooms are available to COA when they are otherwise open to the public. COA shall be allowed to use the public spaces within Moody Park for athletic activities, special events including concerts, and to provide community gardens.

2. TERM:

Five (5) year term commencing on the effective date ("Term Commencement Date" or "Initial Term"). The Parties shall have the option to extend the term of the Agreement for two (2) consecutive one (1) year periods (each an "Extended Term"). Such option shall be exercised by written contract extension with signatures of both Parties at least six (6) months prior to the expiration of the Initial Term or the applicable Extended Term.

3. **RENT:**

(a) In lieu of rental payments, COA shall be responsible for all of Moody Park's year-round programming in the "Leased Premises" including those activities referenced in Section 5.1. COA shall be responsible for the programming and management of the Leased Premises and the Community Building to include programming use by the neighborhood association, community groups, and Friends groups' use of the Park facilities. COA shall be responsible for routine building maintenance. To pay for "a reasonable share" of the Park's utility bill COA will pay \$110 dollars per month for a yearly total of \$1320.

(b) The County shall send monthly invoices including detailed statements to COA for reimbursement. Utility reimbursement payments shall be made within thirty (30) days after receipt of invoice. The County shall pay all water and sewer charges at no cost to the COA.

(c) COA shall also be responsible for the continued development of community programming and community engagement.

4. **CONDITION OF THE LEASED PREMISES:**

The County makes no representation or warranty that as of the Term Commencement Date, all parts of the Leased Premises, including structural elements of the foundation of the building, roof, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to COA. COA acknowledges that it has been made aware by the County that the Leased Premises are hereby Leased on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by COA, either now or in the future. COA further acknowledges that it has freely inspected the Leased Premises and is aware of its general overall condition.

5. **PERMITTED USE OF THE PREMISES:**

COA shall have use of the Leased Premises for only those activities directly related to its programming needs as defined in Paragraph 5.1. No other activities may be conducted on the Leased Premises without the written approval of the Parks Director. No political activities may be conducted upon the Leased Premises at any time. COA is responsible for year-round Moody Park programming in the "Leased Premises" seven days a week. In the summer this would include programming from 10:00AM – 7:00PM Monday through Friday and during the school year September – June between 3:00PM – 8:00PM Monday through Friday. COA is also responsible for coordinating any weekend programming of the Moody Park Community Building. COA is responsible for the scheduling usage of the Leased Premises of all neighborhood and community groups including the Amani Neighborhood Association and Friends of Moody Park. The County shall have the right to use the building at any time that may not conflict with scheduled events.

5.1 **Programming Needs:**

(a) COA shall use the Leased Premises as programming space for children, teens, families and older adults attending its after school, weekend, and summer youth and family programs. This includes a wide range of educational, sports, recreational, arts, leadership, summer concert series, community movie nights, and environmental programs. Examples of the proposed programming include:

1. Family programming: Programs for young mothers / fathers with children, e.g. family arts, small and gross motor skills, young mothers, and programs from the COA Family Resource Center serving parents and caregivers with children birth – five years old; and
2. Amani United Neighborhood Association meetings; and

3. Friends of Moody Park meetings; and
4. A series of skills clinics including sewing, music, cooking, and creative arts; and
5. Summer chess classes for youth: two days per week plus tournaments; and
6. Milwaukee Fatherhood Initiative programming: Two and a half hours twice per week; and
7. Youth Empowerment Seminars which teach young people to handle stress and maintain healthy lifestyles and human values: two hours twice per week; and
8. Community Building Workshop: A three-day workshop (8 hours per day) building bonds between community members; and
9. Older Adult programming: Socializing, and wellness programming including fitness for older adults and information sessions regarding health and fitness; and
10. Literacy and science programming in the park in partnership with the Auer Avenue School; and
11. Healthy communities outreach programming including: Zumba, exercise, etc.

(b) COA shall be responsible for the development and operation of the Moody Park Community Garden Program.

(c) COA shall use the Leased Premises as programming space for after school, weekend and summer youth programming.

(d) COA shall use the Leased Premises as programming space for family (parent/caregiver and child) programs designed to strengthen families.

(e) COA shall use the Leased Premises as programming space for community meetings including activities designed to support and strengthen the Amani / Franklin Heights neighborhood surrounding Moody Park; meetings and programs designed to support the Amani United Neighborhood Association, and meetings and programs designed to support the Friends of Moody Park.

(f) COA may use the Leased Premises as office space and to accommodate workspace for regular adult, teen, and parent volunteers that support COA's administrative processes.

(g) All COA's programs shall be conducted in a manner which shall maintain COA's 501(c)(3) status.

(h) The County and COA will explore other possible opportunities for COA to participate in local neighborhood outreach programs. The County shall refer any groups interested in scheduling events for Moody Park who contact the County to COA.

5.2 **Annual Reports:**

Within thirty (30) days after the conclusion of each annual term commencement anniversary date, COA shall submit a written report to the County listing a description of the numbers and types of activities provided; the approximate number of participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.

5.3 **Compliance with Laws:**

COA shall, at COA's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over COA's use of the Leased Premises pertaining to: (a) the physical condition of any improvements constructed by COA on the Leased Premises; and (b) COA's programming activities in the Leased Premises.

The County shall, at County's expenses, promptly comply with all laws, rules, and regulations of any governmental authority having jurisdiction over Moody Park.

5.4 Permits, Licenses, and Other Costs:

COA is to procure, maintain, and pay the fee for all appropriate Federal, State, and local licenses and permits required for the operation of all COA Activities. COA shall be responsible for all costs related to its programming.

5.5 Public Access:

COA understands that Moody Park is a public park and is to remain open and accessible to the public, including during COA's Activities.

5.6 Telephone, Internet Service, Alarm Service:

COA may, at COA's expense, install and maintain telephone, internet, and alarm services. COA agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the approval of the County, which approval shall not be unreasonably withheld or delayed. The County shall respond to a request for approval under this section within seven (7) days. No fiber optic cables may be run on County land.

5.7 Community Building Furnishing:

COA shall be responsible for the furnishing of the Moody Park Community Building including tables and chairs according to the Milwaukee County Parks' Department specifications for tables and chairs, any other furniture necessary for the programming of the building, and any tools and supplies necessary for said programming.

5.8 Maintenance:

- (a) As described in Section 3 (a) above, COA shall provide "routine maintenance" in the Leased Premises keeping said premises in good order, including all routine cleaning and maintenance seven-days a week, year-round to include interior cleaning and janitorial services of the Leased Premises including window washing, floor cleaning, changing light-bulbs and bathroom janitorial services within the Moody Park Community Building and any environs utilized by the COA.
- (b) The County shall maintain the wading pool and pool filter room. The County shall also maintain the exterior Leased Premises in good condition, including removal of graffiti and maintaining all outdoor lighting.
- (c) The County may, at its expense, during the Term of the Lease, pay for and make capital repairs and replacements to the Building, including, but not limited to, plumbing, electrical and lighting, the doors, door checks, door hardware, windows, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Building to the point of entry to a common line. COA understands that per Section 4 of this Lease Agreement the Building is being leased in "as-is" condition now and in the future. If the County is unable or unwilling to undertake capital repairs and/or replacements of the Building, COA's exclusive remedy is to terminate the lease under the termination provision of this Lease Agreement.

- (d) COA shall perform all regular cleaning of the Leased Premises so that at the expiration of the Term, the Leased Premises shall be surrendered to the County in the same condition or better that the same are in at the Term Commencement Date, ordinary wear and tear excepted. COA shall, during the Term of the Lease, pay for and make all necessary repairs and replacements to the Building for any damages caused by COA's staff or caused by COA's program participants during any of the times the Leased Premises are being used by COA's staff or any person while participating in a COA program or activity (as defined in Section 5.1 above) within the Leased Premises. COA is not liable for damages caused by any persons during times and/or days when the Leased Premises are not being used by COA; or by any persons who are not participating in or attending COA activities or programs.
- (e) The County may maintain the exterior walls, roof and foundation of the Building in proper repair during the Term of the Lease. The County may also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Building as a whole, but are not a part of the Leased Premises. COA understands that per Section 4 of this Lease Agreement the Building is being leased in "as-is" condition now and in the future. If the County is unable or unwilling to undertake repairs and/or replacements under this section 5.8 (e), COA's exclusive remedy is to terminate the lease under the termination provision of this Lease Agreement.
- (f) The County is responsible for maintaining the public grounds including, but not limited to mowing, snow plowing/shoveling, grass maintenance, and maintenance of the non-Leased Premises of the Community Building, Picnic Pavilion, basketball courts, and all other public spaces.
- (g) COA shall perform its repair obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days after written notice provided by one Party to the other. If COA fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Leased Premises or the Building as a whole, then the County shall have the right to make the repair with its own staff or contract with a private company to make the repair, and charge all reasonable costs directly associated with making the repair, to COA, (including salary and benefits if done with Landlord's own staff).

5.9 Cleanliness of Surrounding Areas:

COA agrees not to accumulate materials, supplies or equipment which may create a hazard to the public. The County agrees to maintain the surrounding park area in a state of cleanliness and repair. COA may keep a locked storage closet in the Moody Park Community Building for supplies needed for their programming activities.

5.10 Cleaning of Public Restrooms:

COA shall provide routine maintenance and cleaning of the restrooms in the Leased Premises (as defined in Section 1 above) during its operating time. COA shall provide a weekly thorough cleaning of the restrooms and shall provide all restroom supplies and cleaners as needed at no cost to the County. COA shall be responsible for light bathroom maintenance to include fixing leaky bathroom faucets or toilets.

5.11 Removal of Equipment and Supplies:

COA agrees to remove, at COA's cost, any personal property and related non-capital items at Lease end, except to the extent that the County waives such removal in writing. Improvements installed to the Leased Premises by COA shall become the property of the

County at the termination of this Lease, except to the extent that the County and COA agree otherwise in writing. Damage caused to the Leased Premises by any removal of personal property or improvements to the Leased Premises will be repaired by COA. If for any reason COA does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then the County may make such repairs and/or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from COA any and all reasonable costs related to this Section. COA agrees to surrender the Leased Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

5.12 Inspection by The County:

The County and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof and to improve or repair the Premises and any portion of the Building, and to make such repairs, alterations, improvements or additions as the County may deem necessary or desirable, and the County shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of COA in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on the County any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

5.13 Naming Rights:

COA shall not allow or issue "naming rights" to any portion of the Leased Premises or environs for any purposes without the express, written consent of the Parks Director.

5.14 Signage:

Tenant shall use its best effort to acknowledge the Parks Department and include the County Parks logo in all promotional materials, whether print or digital, generated and controlled by Tenant regarding its activities and programming on the Premises and in the Center.

6.1 Renovations and Improvements:

6.2 Prior Approval:

Renovation of the Building at any time shall require prior written approval of the Parks Director, which shall not be unreasonably withheld; design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services; a Right of Entry from the Parks Planning Division; and compliance with all Due Diligence requirements of the Milwaukee County Department of Administration (DAS), before commencing any renovations to the Leased Premises.

6.3 Targeted Business Enterprise (TBE) Utilization:

COA shall comply with Chapter 42 of the Milwaukee County Code of General Ordinances. In accordance with this Milwaukee County policy, COA shall ensure that certified firms can participate in the renovations and improvements. The efforts employed by COA should be those that one could reasonably expect a Tenant to take if the Tenant were actively and aggressively trying to obtain participation to meet these established goals. For guidance regarding this requirement, or to obtain a list of certified firms, contact the Community Business Development Partners Department (CBDP) at 414-278-4747. The list of certified firms is also available at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

7.0 CASUALTY:

If the Leased Premises, or any portion thereof, are damaged or destroyed by fire, explosion, or any other casualty, which cannot, despite diligent, good faith efforts be

repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then COA may elect to terminate this Lease effective as of the date of such damage or destruction. If COA does not give notice of it's election to terminate, then the County shall, subject to the provisions of this section, immediately commence and diligently pursue to completion the repair of such damage so that the Leased Premises are restored to a condition equivalent to that existing immediately prior to such casualty.

Notwithstanding anything contained herein to the contrary, if the Lease Premises are not repaired and restored within one hundred eighty (180) days from the date of damage, COA may terminate the Lease at any time before the County completes the repairs and delivers the restored Leased Premises to COA; provided however, in the event the County completes the repairs and delivers the restored Leased Premises to COA within thirty (30) days after receipt of COA's notice, COA's termination notice shall be deemed null and void.

8.0 MINIMUM INSURANCE REQUIREMENTS:

Every contractor and all parties furnishing services or product to Milwaukee County (County) or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- 1) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage
Combined shall be at least:

| | |
|---------------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Limit | \$2,000,000 |
| Personal and Advertising injury Limit | \$1,000,000 |

- 2) Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- 3) Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- 4) Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.

Additional Requirements:

- 5) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- 6) The insurance specified in (1.) and (2.) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

- 7) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- 8) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- 9) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

9. **INDEMNIFICATION:**

To the fullest extent permitted by law, COA shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Leased Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents or employees. COA shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. COA shall indemnify and save the County harmless from any award of damages and costs against the County 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 Lease.

The County hereby agrees to waive any claims against COA and agrees to hold COA harmless for any liability, claims and demands that are in any manner connected to the wading pool, pool filter room, garage area or the Public Restrooms or any other areas in Moody Park that are not included in the Leased Premises, except for any claims caused by any wrongful, intentional, or negligent acts of Tenant. COA shall hold no responsibility or liability for any area that is not included in the Leased Premises and the County acknowledges it holds sole responsibility and liability for any area that is not included in the Leased Premises.

10. **Environmental Indemnification:**

COA shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by the COA or its agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of any the COA improvements, located in the Premises, that are discovered or disturbed as a result of COA's activities on, at, or near the Premises. The COA hereby agrees to indemnify, defend and hold the County harmless from and against any and all liabilities, costs, expenses (including taxable costs and taxable attorneys fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described herein. "Hazardous Materials" as the term is used herein shall mean any substance: (a) the presence of which requires investigation or remediation

under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (b) which is or becomes defined as a “hazardous waste” or “hazardous substance” under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

11. AUDIT:

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

12. INTEREST:

Unless waived by County Board of Supervisors, COA shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.1 Penalty:

In addition to the interest described above, COA may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12.2 Nonexclusivity:

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 Tenant’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 Lease.

13. TERMINATION:

The County may terminate the Lease if COA breaches or fails to perform any of COA's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after the County has notified COA of its breach or failure; provided that COA cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. Notwithstanding any contrary language contained in this Paragraph, COA is not entitled to any notice or cure period before an incurable breach of, or failure to perform under this Lease. In addition, the Lease may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elect to close Moody Park during the Term of this Agreement. Either party may terminate the Lease by providing thirty (30) day written notice.

14. **ASSIGNMENT / SUBLETTING:**

COA may not assign this Lease, in whole or in part, or sublease any part of the Leased Premises without the prior written approval of the Parks Director.

15. **HOLDOVER:**

In the event that COA remains in possession of the Leased Premises after the expiration of this Lease with the consent of the County and without the execution of a new Lease, it shall be deemed to be occupying said premises as a COA from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Such month-to-month tenancy may be terminated by either party effective as of any calendar month by twenty-eight (28) days prior written notice to the other party. If COA remains in possession of the Leased Premises without the consent of the County or remains in possession of the Leased Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then COA shall pay to the County a use and occupancy charge equal to two (2) times the then current market rental rate for such a facility, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

16. **INTERPRETATION:**

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease is found to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the invalid or unenforceable provisions were not contained herein; provided that, if said invalid or unenforceable provisions go to the heart of this Lease, then the Lease is terminated. COA acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against the County or COA, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

17. **PARTNERSHIP:**

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and COA or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between the County and COA other than that of the County and COA.

18. **FORCE MAJEURE:**

In the event that the County shall be delayed or hindered in or prevented from the performance of

any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such failure to perform shall not be grounds for termination or default.

19. CONFLICT OF INTEREST:

During the term of this Agreement, COA shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person, who to the actual knowledge of Tenant, has a conflict of interest. COA hereby acknowledges that portion of the County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employee's, vote, official actions or judgment would be influenced thereby."

20. OFFICIAL NOTICES:

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

COA:
COA Youth and Family Centers
Thomas P. Schneider, Executive Director
909 E. North Avenue
Milwaukee, WI 53212

The County:
Milwaukee County Parks
Guy Smith, Executive Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

21. AUTHORITY:

If COA is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of COA represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

Signature page to follow

This Page Reserved for Electronic Signatures