

**LEASE AGREEMENT**

**BETWEEN**

**MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE**

**AND**

**MILWAUKEE CHRISTIAN CENTER, INC.**

This Lease Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") by and between MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE ("County" or "Lessor") and the MILWAUKEE CHRISTIAN CENTER, INC, a Wisconsin non-stock, non-profit corporation ("Lessee"), 2137 W. Greenfield Avenue, Milwaukee, WI 53204. Together these agencies constitute the "Parties" to this Agreement.

**WITNESSETH:**

**WHEREAS**, Lessor and Lessee were Parties to that certain Lease Agreement dated as of November 29, 2007, made pursuant to Adopted County Board Resolution No. 07-290 (the "2007 Lease"), pursuant to which Lessee leased from the County certain rooms within the Kosciuszko Community Center located at 2201 South Seventh Street, Milwaukee, Wisconsin (the "Center") for its various programs serving the youth of the community;

**WHEREAS**, the Parties recognize that the development of a subsequent multiple year lease for the use of these rooms is advantageous to both the Lessee and the Lessor; and

**WHEREAS**, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution \_\_\_ on \_\_\_, 2013, has authorized the Director of the Department of Parks, Recreation and Culture to enter into this Agreement with Lessee for and on behalf of Milwaukee County.

**NOW THEREFORE**, in exchange of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**PROVISIONS:**

1. Exclusive Use of Space. Lessee shall have the exclusive right for the use of the rooms within the Center, as indicated in yellow on Exhibit A to this Agreement with an approximate total size of 1,982 square feet and further defined as rooms 110 (office), 112, 113 and 118 (meeting rooms), and the office across the corridor from the boxing room (the "Exclusive Space").
2. Scope of Use. The exclusive right to use the Exclusive Space by Lessee for the purpose of conducting recreational programs and other associated activities shall extend from approximately 3:00 p.m. until 8:00 p.m. Monday through Friday during the MPS school year and 9:00 a.m. until 8:00 p.m. Monday through Friday during the summer and MPS holiday recesses, but shall not extend beyond the normal business hours of the Center if such business hours end earlier on any day, for any reason. The County may restrict access to the Center before 9:00 a.m. or after 8:00 p.m. Monday through Friday and on weekends and holidays.
3. Storage. Lessee shall also have the exclusive right to store its computers, furniture, equipment and other personal property (the "Stored Property") in the Exclusive Space twenty-four (24) hours a day,

seven (7) days a week throughout the term of this Agreement. The County shall not enter into rental agreements with any other parties for the use of this Exclusive Space or allow this Exclusive Space to be used or occupied by any other parties at any time throughout the Term of this Agreement (as hereinafter defined). The title to the Stored Property will remain with Lessee at all times, and Lessee will be responsible for the security of the Stored Property and any risk of loss or damage thereto. Lessee certifies that the Stored Property does not include any of the following items: (a) cash or securities; (b) food or perishable goods; (c) living plants or animals; (d) waste; (e) flammable or hazardous goods; (f) illegal goods; (g) toxic, polluted or hazardous goods; (h) firearms, munitions or explosives; or (i) radioactive materials.

4. Use of Common Rooms. All common use rooms within the Center shall be available to be used by the Lessee on a scheduled basis, according to the policies and procedures established by the Center Manager which shall be applied equally to all Center tenants. In the event of any scheduling conflict, the Parties shall work together in good faith to resolve the issue.
5. Use Beyond Program Hours. Lessee may request authorization from the Center Manager for occasional use of the Exclusive Space or any other part of the Center beyond its regularly scheduled program hours.
6. Term. This Agreement shall commence on the first day of the first month following the Effective Date and terminate on the fifth (5th) anniversary thereof (the "Term").
7. Rent. Lessee shall pay, as rent for the use of the Exclusive Space, to the Lessor Six Hundred Dollars (\$600) per month. Payments shall be made within thirty (30) days upon receipt of monthly invoice from the Lessor. Checks shall be made payable to the Milwaukee County Treasurer and mailed or delivered to: Milwaukee County Parks Department, Milwaukee County Treasurer, 9480 Watertown Plank Rd., Wauwatosa, Wisconsin, 53226.
8. Maintenance Fee. In addition to the rental payments detailed above, the Lessee shall pay an annual maintenance fee of Five Hundred and 00/100 Dollars (\$500.00) on or before February 1st of each year to assist the County in covering the costs of general maintenance for the gym, weight rooms, boxing room, kitchens, and/or other areas utilized by the Lessee on a scheduled basis.
9. Maintenance and Utilities. The Lessee is responsible for the daily cleaning and general maintenance of the Exclusive Space or for other areas it may be permitted to use from time to time, including placing of trash in receptacles provided by the County. The County shall be responsible for trash removal and general maintenance of the common areas. The County will provide utilities (heat, electricity, water) for all areas utilized by the Lessee.
10. Youth Membership Card Requirement. It is mutually agreed that Lessee will provide programming for youth from the ages of 11-17 and will continue to use its best efforts to obtain funding to provide programming for youth 7-10 years old. Lessee is to provide adequate staffing and supervision and shall have sole supervisory responsibility for its program participants at all times. Lessee agrees to require that all youth participants who attend programming or activities on a regular basis MUST purchase and use a County "Membership Card," which shall be sold at the most current County fee structure. Participants attending one time special events or tournaments are exempt from purchasing the Membership Card.
11. Alterations Prohibited. County must approve all physical modifications to the Exclusive Space and installation of any equipment or data lines. Lessee shall make no permanent alterations to the Exclusive Space without the prior written consent of County. Any improvements to the Exclusive Space will become the property of the County, at no expense to the County, upon termination of this

Agreement. Lessee agrees to repair or replace any equipment or property that may become damaged due to negligence or inappropriate usage.

12. Installation of Telephone, Internet and Alarm Service. Lessee may, at its expense, install and maintain telephone and internet service for its programs within the Exclusive Space. Lessee also agrees to pay for the installation, maintenance, and monitoring fees for any alarm systems, which Lessee may decide to install. Installation locations for phones or alarm systems are subject to the approval of the County.
13. Center Use Restrictions. Use of the Center is restricted to office, recreational and community activities that are conducted by the Lessee. County must approve any other activities. The Center may not be used for political purposes.
14. Return of Exclusive Space. Upon expiration or termination of this Agreement for any reason, the Exclusive Space shall be returned to the County in as good or better condition than when originally leased, normal wear and tear excepted.
15. Grant Applications. Upon request by the County, Lessee shall provide copies of all grant applications related to programming at the Center. Lessee shall not apply for any grants that would place any conditions or requirements upon the County, unless agreed to in writing by the County. Lessee shall provide to the County copies of all grant awards related to programming at the Center.
16. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify 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 with this Agreement, based on any injury, damage or loss being caused by the negligence or other fault of the Lessee, its agents or employees. Lessee 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.
17. Insurance. Lessee agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort 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 insurance covering General and Automobile Liability coverages in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage (with waiver of subrogation)	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate

Automobile Liability

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

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement.

Coverages 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.

18. Damage to Exclusive Space. If the Center, or any portion thereof, is damaged or destroyed by fire, explosion, or any other casualty, and the County chooses not to repair or restore such damage, then Lessee may elect to terminate this Agreement effective as of the date of such damage or destruction. If the County elects to repair or restore such damage, it shall notify Lessee, in writing, within sixty (60) business days from the date of the damage. If the County chooses to repair or restore such damage, both parties shall mutually agree upon the date on which repairs and restoration are to be completed by the County. If the Center is not repaired, restored, and delivered to Lessee upon the mutually agreeable date, Lessee may terminate the Agreement thirty (30) days thereafter.
19. Audit. Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Lessee shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party Milwaukee County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Agreement. Any subcontracting by the Lessee in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Lessee. Lessee (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of the Agreement term.
20. 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 (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.
  - 20.1 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 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 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.

20.2 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 due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by Milwaukee County.

20.3 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 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.

21. Nondiscrimination and Affirmative Action. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Exclusive Space, and Lessee (or any person claiming under or through Lessee) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Exclusive Space. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Lessee certifies to the County as to the following:

21.1 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 handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Lessee simultaneously with the execution and delivery of the Agreement.

21.2 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 handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Lessee also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.

21.3 Affirmative Action Plan: Lessee certifies that if it has 50 or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 9th Floor.

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

- 21.5 Reporting Requirement: When applicable, Lessee certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- 21.6 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.
22. No Joint Venture. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Lessee or its successors or assigns.
23. Assignment and Subletting. Lessee may not assign this Agreement, in whole or in part, or sublease any part of the Exclusive Space without the prior written approval of the County.
24. Termination of Agreement.
- 24.1 Due to Lessee's Failure to Fund Programs: This Agreement may be terminated by Lessee, without cause, upon ninety (90) days written notice to the County, in the event that Lessee fails to obtain necessary funding to continue operating its programs from the Center.
- 24.2 With Cause: Either County or Lessee may terminate this Agreement for cause upon thirty (30) days' written notice. However, prior to termination for cause, either party shall be afforded a period of thirty (30) days to cure the defect(s) after having been notified of such.
- 24.3 Closure of Center: In addition, the Agreement may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elect to close the Center during the term of this Agreement. In such event, the Lessee shall be afforded an opportunity to present an alternative proposal to the County to continue operating its program in the Center or any other facility owned by the County with available space to house the Center's programming.
25. Public Center. Lessee understands and agrees that the Center is fundamentally public and that the Center is to remain accessible to the public in a manner that is compatible with both the historical uses of the Center as well as the uses authorized by this Agreement.
26. Holdover. In the event the Lessee remains in possession of the Exclusive Space after the expiration of this Agreement, and without any renewal or extension hereof having been agreed to in writing, the Lessee shall be deemed to be occupying the Exclusive Space on a month-to-month basis. All obligations contained herein shall continue to be applicable to such month-to-month tenancy until renewed or terminated.
27. Compliance. Each party agrees that it will perform its obligations under this Agreement in accordance with all applicable laws, governmental rules and regulations now or hereinafter in effect.
28. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, thereby, and shall remain in full force and effect as though the illegal or unenforceable provisions were not contained herein; provided that, if said illegal or unenforceable provisions go to the heart of this Agreement, then the Agreement is terminated.

29. Force Majeure. Neither party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance or other cause beyond a reasonable control of such party, and such failure to perform shall not be grounds for termination or default.
30. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Wisconsin.
31. Notice. 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 as addressed as follows:

Milwaukee Christian Center  
Karen Higgins, Executive Director  
2137 W. Greenfield Avenue  
Milwaukee, WI 53204

Milwaukee County Dept of Parks  
John Dargle, 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.

***Signature page follows***

**IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:**

**Milwaukee Christian Center, Inc.**

by \_\_\_\_\_ Date \_\_\_\_\_  
Karen Higgins, Executive Director

**Milwaukee County Dept of Parks, Recreation & Culture**

by \_\_\_\_\_ Date \_\_\_\_\_  
John Dargle, Director

***Approved as to form and independent status:***

by \_\_\_\_\_ Date \_\_\_\_\_  
Corporation Counsel

***Reviewed by:***

by \_\_\_\_\_ Date \_\_\_\_\_  
Risk Management



**EXHIBIT A**  
**EXCLUSIVE SPACE**

**[Attached.]**