

Act 12 Innovation Grant Program Service Transfer Agreement

This Act 12 Innovation Grant Program Service Transfer Agreement (Agreement) is entered into pursuant to *Wis. Stat. § 79.038* by Milwaukee County, a Wisconsin municipal body corporate (Transferor or County) and Marcus Center for the Performing Arts, Inc., a Wisconsin non-stock corporation, recognized as a nonprofit entity under 26 U.S.C. 501(c)(3) (Transferee), together the Parties to this Agreement as of March 1, 2026 the Effective Date. Intending to be legally bound the Parties agree as follows:

a. List of the service/duty to transfer

Transfer of operations of Marcus Center for the Performing Arts [Service] from Milwaukee County, a government entity [Transferor] to the Marcus Center for the Performing Arts, a private non-profit organization [Transferee]. This is a Department of Administrative Services-Economic Development transfer of service approved by the Milwaukee County Board of Supervisors in September 2025 per File 25-467.

b. Signature date on or after the November 13, 2024 Administrative Rule notice date for Innovation Grants.

The signature date below is after November 13, 2024.

c. Transfer effective date

March 1, 2026

d. Length of the contract/agreement (must be for a minimum of three years)

Five years

e. For the transferor – the total cost of the providing the service/duty to the county, municipality, or tribe transferring the service/duty in the calendar year prior to the transfer. The total cost includes, but is not limited to, the cost of wages, fringe benefits, training, and equipment of providing the service/duty.

\$542,704

f. For the transferee – if the transferee is a county, municipality, or tribe, provide the transferee's total cost of providing the service/duty includes in the calendar year prior to the transfer of the service/duty. The total cost includes, but is not limited to, the cost of wages, fringe benefits, training, and equipment of providing the service/duty.

The Transferee is a private non-profit entity, so the above requirement does not apply.

g. Amount the transferor will pay to the transferee for the length of the agreement/contract.

\$1,750,000

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h. Details regarding how the grant award will be allocated to counties, municipalities, or tribes that are party to the agreement/contract.

The State of Wisconsin will allocate 100% of the award to Milwaukee County [Transferor]. Milwaukee County will retain 85% of the award and will provide 15% of the award to Marcus Center for the Performing Arts [Transferee].

i. For public safety, fire protection, and emergency services - a stipulation that the service or duty being transferred will maintain the appropriate level of such service

The above requirement is not applicable to this agreement.

In addition to the above terms, the Parties agree to the additional terms below:

j. Nothing contained in this Agreement alters any other Agreement between the Parties or changes the obligations the Parties previously agreed to in any way.

k. The Parties are only required to perform their obligations under this Agreement if the County is awarded the Innovation Grant Award. If the Department of Administration withholds any payment for any subsequent year covered by this Agreement, County is relieved of making any payment to Transferee in any such year.

l. Transferee, 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 Transferee related to the terms and performance of this Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or the end of activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Transferee. All subcontracts or other agreements for work performed on this MA will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Transferee and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the MCCO.

m. Transferee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost 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 Transferee or their agent(s) which may arise out of or are connected with this Agreement.

n. This Agreement shall be governed, interpreted, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation

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concerning the subject matter of this Lease shall be brought in the court of competent jurisdiction located in Milwaukee County.

o. The Parties understand that County is bound by public records law, as such all of the terms of this agreement are subject to the provisions Section 19.21, et seq. of the Wisconsin Statutes. Transferee agrees that it is obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutorily sufficient request, and that any failure to do so shall constitute a material breach of this agreement, whereupon Transferee shall be obligated to indemnify the County against liability under the Wisconsin Public Records Law. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after the termination of this Lease.

p. The relationship of the Parties is that of independent contractors contracting with each other for the purposes of this Agreement. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement. No employee of either party performing services under this Agreement will be deemed an employee of the other for purposes of Social Security, worker's compensation, employment tax, unemployment compensation, or any other purpose and each party shall be responsible for properly withholding and paying any amounts required under law for its employees.

This agreement received approval by the Milwaukee County Board of Supervisors on March 19, 2026, and has been approved by the following parties:

Name and Title
Milwaukee County, Transferor

Date

Name and Title
Marcus Center for the Performing Arts, Transferee

Date