



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

SHAW Lease at Wilson Rec

Date of Request:

11/15/21

Requesting Department:

Parks

Department Contact Name:

Erica Goblet

High Org:

900

Low Org:

9000

Approval Signature of Department Head:
Guy Smith

11/16/2021

DESCRIPTION

Please provide a detailed description of the request:

The Southeastern Hockey Association of Wisconsin (SHAW) is a non-profit, 501(c)3, volunteer run, youth hockey association, open to all kids in the Southeastern region of Wisconsin. SHAW is an excellent partner as has been a tenant of the Wilson Park Recreation Center for over fifty years. The current agreement is for a five-year term with two one-year renewals. Rent is \$2,000 annually (office space and storage). They also pay separate for rental of the ice. SHAW is responsible for maintaining its leased space in a state of cleanliness and repair. SHAW is also responsible for ensuring proper staffing levels to provide adequate supervision of program participants.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

SHAW provides recreational activities for all youth and rent received enhances the County's fiscal health and sustainability.

How does this proposal align with the County's objectives on racial equity?

Please see the County's Vision/Mission/Values and strategic focus areas attached

2A: Determine what, where, and how we deliver services to advance health equity
2C: Apply a racial equity lens to all decisions
3A: Invest "upstream" to address root causes of health disparities
3B: Enhance the County's fiscal health and sustainability
3C: Dismantle barriers to diverse and inclusive communities
SHAW provides recreational activities for all youth and does not discriminate based on race, gender, national origin, or religious affiliations. Increased sporting opportunities are good for the health of the community. Rent received enhances the County's fiscal health and sustainability.
Desired Timeline:
Begin Date:

1/1/22

End Date:

12/31/20

Duration:

five years

Anticipated Funding Source (check all that apply and include amount allocated under each category):
Operating Budget:
Capital Budget:
Other (i.e. grants, donations, etc.; please describe):
Request Involves:
☒ **Parks Property**
☐ **BHD Property**

The Basics



Vision

By achieving
racial equity, Milwaukee
is the healthiest County
in Wisconsin

Mission

We enhance quality of life through great
public service

Values

Inclusion

Seek diverse
perspectives

Influence

Use your power for
good

Integrity

Do the right thing

Strategic Focus Areas

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Facility Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

**LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
SOUTHEASTERN HOCKEY ASSOCIATION OF WISCONSIN**

This Lease Agreement ("Agreement") is made and entered into effective _____ (the "Effective Date"), by and between the MILWAUKEE COUNTY PARKS (the "County" or "Landlord") and the SOUTHEASTERN HOCKEY ASSOCIATION OF WISCONSIN ("Tenant"), 4001 S. 20th Street, Milwaukee, WI 53221. Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WHEREAS, the Tenant is a nonprofit 501(c)(3) corporation, which exists to introduce the youths in our area to the game of hockey and provide a positive learning experience to these youths in a manner that helps the youths' development inside and outside the game of hockey and the rink; and

WHEREAS, the Tenant wishes to enter into an agreement to lease certain portions of the Premises, including the use of a certain storage space and a certain office space within the Premises for Tenant's current and future administrative and programming needs; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized Milwaukee County Parks to enter into this agreement with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Department of Parks, Recreation and Culture's ("Parks") mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

NOW, THEREFORE, recognizing that leasing these certain spaces of the Premises to aid in the commencement and continuation of their instruction to youths 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:** Tenant shall lease an office space and a storage space, as defined in Exhibit A, within Wilson Park Recreation Center ("Wilson") located at 4001 S. 20th Street, in Milwaukee, Wisconsin, and agreed upon adjacent areas (hereby, the "Premises"). Tenant shall be allowed the use of the common areas and public restrooms at Wilson.
2. **TERM:** This Agreement shall commence on the Effective Date and conclude five (5) years thereafter.

RENEWAL: After the Initial Term of the Agreement, the Parties may mutually agree in writing to extend the term of the Lease for two (2) additional consecutive one (1) year periods (each a "Renewal Term"). Such option shall be exercised by written notice to Landlord given at least three (3) months prior to the expiration of the Initial Term or the applicable Extended Term and Landlord agreeing to accept such additional Extended Term, provided however that Tenant continues using the Premises only for the Permitted Use set forth in Section 4 and for no other

purposes. The Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate at the time each renewal is exercised by Tenant.

3. RENT: Tenant shall pay for the Premises an annual base amount of two thousand dollars (\$2000.00) payable on July 31st of each year. If rent is received after the 31st day of July, Tenant shall pay a late fee of twenty-five dollars (\$25.00). Charges incurred by County for Tenant's returned checks are payable by the SHAW.
 - a. SALES REVENUE: Tenant does not currently have sales revenue related to its use of county property. If at any time in the future Tenant considers sales such as advertising, concessions, or other sales, it must receive written permission from the County and additional fees may be required.
 - b. UTILITIES: Tenant may, at Tenant's expense, install and maintain telephone and Internet services. Tenant agrees to pay for the monthly costs associated with the use of the telephone and Internet as well as the fees for installing said services. Installation locations for phones are subject to the approval of County.
4. PERMITTED USE: Consistent with County ordinances and other applicable laws, Tenant shall have the use of the Premises for its continuing business and administrative activities as specified: Tenant may use the leased office space, the storage space, and the recreational and community spaces located within Wilson for the recreational and community activities and programming conducted by Tenant. County must approve of any other activities.
 - a. PUBLIC BENEFIT-ANNUAL REPORTS: Within thirty (30) days after the conclusion of each annual term commencement anniversary date, Tenant shall submit a written report to the County listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the participants served by each of the activities; and, if applicable, the focus and types of any new activities planned for the upcoming calendar year.
 - b. SERVICE LEVELS: Tenant shall provide high quality service satisfactory to the public and the County and shall always ensure adequate staffing and supervision of program participants. Tenant shall prominently display signage that states the Tenant is a Proud Parks Partner. The signage will include contact information for Parks for customer feedback. Signage will be provided to the Tenant by the County.
 - c. HOURS OF OPERATION: Tenant shall mutually agree with the Parks Director or designee on the hours of operation and days of programming, which shall be during the normal operating hours of the Wilson Park Recreation Center. Tenant shall not have keys to the Wilson Park Recreation Center or any of its internal environs except for the office area.
 - d. SPECIAL EVENTS: All special events to be held on the Premises require the written permission of the County and Tenant shall obtain and may be required to pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.

- e. **SIGNAGE:** Tenant may display appropriate signage relating to the Tenant's conducted recreational and community activities and programming with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed.
- f. **COUNTY APPROVAL OF ITEMS TO BE SOLD:** If applicable, Tenant shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Tenant agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.
- g. **GRANTS:** Upon request by the County, Tenant shall provide copies of all grant applications related to programming at the Wilson Park Recreation Center. Tenant shall not apply for any grants that would place any conditions or requirements upon the County, unless agreed to in writing by the County. Tenant shall provide to the County copies of all grant awards related to programming at the Wilson Park Recreation Center.
- h. **CLEANLINESS, GARBAGE:** Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities within the Premises. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste.
- i. **PARKING:** Tenant and Tenant's employees, customers and invitees shall have the non-exclusive right to use the parking spaces located within the parking area, subject to any exclusive parking rights granted to any other owner or lessee. Landlord reserves the right to regulate parking within the parking area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of Tenant's employees' cars shall be furnished to County upon County's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.
- j. **COMMON AREAS:** Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Premises and their respective employees, customers and invitees

and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas. Landlord shall have the right to close any or all portions of the Common Areas to an extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Premises and its Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas of Wilson; to close portions of the Common Areas of Wilson for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas, the Premises, and in Wilson; to change the name of Wilson; and to perform any other acts as Landlord in the exercise of its good business judgment shall determine to be necessary or appropriate for Wilson.

5. MAINTENANCE, IMPROVEMENTS, AND REPAIRS:

- a. IMPROVEMENTS: All furniture, equipment, and supplies used by Tenant in the Premises are the responsibility of Tenant. County must approve all modifications to the rooms and installation of any equipment or data lines. County will maintain oversight for all improvements for the purpose of protecting its property and to ensure consistent and compatible paint, carpeting, building materials, architectural and mechanical design. Depending on the extend of the improvements, a separate Development Agreement may be required and/or a Right of Entry permit. All materials to be used for room modifications must be approved by the County prior to such use, which approval shall not be unreasonably withheld or delayed. All improvements to the Premises will become the property of County, at no expense to County, upon termination of this Agreement. Tenant shall maintain the Premises in good order, including interior cleaning and janitorial services to the Premises and any environs utilized by the Tenant.
- b. MAINTENANCE AND REPAIRS BY TENANT:
Tenant shall, at its expense, during the Term of the Lease, pay for and make all necessary repairs and replacements to the Premises, including, but not limited to, lighting (including light bulbs), the doors, door checks, door hardware, windows, and fixtures, to the extent caused by the Tenant's activities covered under this Agreement, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition or better that the same are in at the Effective Date, ordinary wear and tear excepted. All repairs shall be done by licensed tradespersons, with oversight by the County Project Manager. Tenant may contract with Landlord for repairs on a time and materials basis.
- c. MAINTENANCE AND REPAIRS BY LANDLORD:
County shall be responsible for trash removal and general maintenance of the Common Areas located within Wilson.
- d. TIMING OF REPAIRS:

Tenant 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 Tenant 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 Premises or the Center as a whole, then Landlord 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 the Tenant (including salary and benefits if done with Landlord's own staff).

6. **PARKS LOGO:** Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
7. **PERMITS, LICENSES, AND OTHER COSTS:** Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
8. **COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND DBE GOALS:**
 - a. **Generally:** 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 Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
 - b. **Non-Discrimination:** Tenant 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. Tenant 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 Tenant simultaneously with the execution and delivery of the Agreement.
 - c. **Affirmative Action Program:** Tenant 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. Tenant 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.
 - d. **Affirmative Action Plan:** Tenant certifies that if it has fifty (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 Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.

- e. Non-Segregated Facilities: Tenant 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.
- f. Reporting Requirement: When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Compliance: Tenant 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.

- g. Targeted Business Enterprise Goals: When applicable, Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of twenty-five percent (25%) for construction and seventeen percent (17%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.
9. COMPLIANCE WITH LAWS – ADA: Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.
10. INDEMNIFICATION: To the fullest extent permitted by law, Tenant 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 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. Tenant 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.
11. INSURANCE: 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:

- a. 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

- b. 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.

- c. 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.

- d. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

Additional Requirements:

- e. 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.
- f. 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.
- g. 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.

- h. 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.
 - i. 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.
12. INSPECTION BY COUNTY: County 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 to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.
13. INTEREST AND PENALTIES:
- a. Interest: Unless waived by County Board of Supervisors, Tenant MAY be responsible for payment of interest on amounts not remitted in accordance with this Agreement. 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.
 - b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (one half percent (0.5%) 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.
 - c. Audit Results: If, as a result of an audit, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the 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 the County.
 - d. Non-exclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the 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 the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

14. **COUNTY RIGHTS OF ACCESS AND 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.
15. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee.
16. **HOLDOVER.** If Tenant holds over after the expiration or termination of the Term without the express or implied consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance and shall not constitute a renewal or an extension for any further term. If a tenancy by sufferance exists, Rent shall be payable at a monthly rate equal to 100% of the Rent applicable during the last rental period of the Term. Any holdover without express consent shall be governed by all the terms and conditions of the Lease. No holdover may last more than eleven (11) months without the express approval of the Milwaukee County Board of Supervisors.
17. **TERMINATION:** County may terminate this Agreement: (a) if Tenant fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Agreement; or (c) in the event that County, upon twelve (12) months' prior written notice to Tenant, elects to close or otherwise repurpose the Premises from its use as described in Section 5 during the Term. Tenant may terminate this Agreement at its sole and absolute discretion upon one hundred eighty (180) days' prior notice to County.

18. **CASUALTY:** If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and County may proceed to repair or restore the Premises to the condition which County furnished to Tenant upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage. If the Premises or any part of it shall be rendered untenantable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are untenantable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Despite the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that County, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then County may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.
19. **TRANSFER BY LANDLORD:** In the event of a sale or conveyance by County of the Building, the same shall operate to release County from any future liability upon any of the covenants or conditions contained in this lease, and in such event Tenant agrees to look solely to the successor in interest of County in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of County's interest in and to this Lease. In the event of the sale or other transfer of County interest in the Building, Tenant shall attorn to the purchaser and recognize the purchaser as Landlord under this Lease.
20. **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. Tenant 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 Landlord or Tenant but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.
21. **PARTNERSHIP:** Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Landlord or its successors or assigns and Tenant 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 Landlord and Tenant other than that of Landlord and Tenant.

22. **FORCE MAJEURE:** In the event that Landlord 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.
23. **CONFLICT OF INTEREST:** During the Term of this Agreement, Tenant 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. Tenant 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."
24. **AUTHORITY:** If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.
25. **NOTICES:** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:

Southeastern Hockey Association
of Wisconsin,
Josh Retzleff, President
PO Box 210256,
Milwaukee, WI 53221

To County:

Milwaukee County Parks
Parks Executive Director
9480 W Watertown Plank Rd.
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 Process

This page reserved for electronic signatures

