

**LEASE AGREEMENT**  
**BETWEEN**  
**MILWAUKEE COUNTY PARKS**  
**AND**  
**MILWAUKEE CHRISTIAN CENTER**

This Use and Maintenance Permit (the "Permit") is made and entered into effective \_\_\_\_\_ (the "Effective Date"), by and between MILWAUKEE COUNTY PARKS (the "County") and MILWAUKEE CHRISTIAN CENTER ("MCC"), as represented by Karen Higgins, Executive Director, 807 S. 14<sup>th</sup> Street, Milwaukee, WI 53204. Referenced together, the County and MCC are the "Parties" to this Agreement.

**WITNESSETH:**

**WHEREAS**, MCC wishes to enter into an agreement with the County for the use and daily maintenance of certain space at the Kosciuszko Community Center for MCC's Youth Development Program, which engages youth in academic support, hands on learning, and leadership development after school and in summer, providing the platform for youth to thrive now and lead tomorrow.

**WHEREAS**, the County supports and encourages MCC in this endeavor.

**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. PREMISES:**

- a) The County is the owner of the Kosciuszko Community Center ("Kozi").
- b) MCC shall have use of Room 205 for MCC's main programming and office spaces; use of Room 220 for secondary programming and tutoring; and use of office across from the Boxing Room for equipment storage. These spaces shall collectively be referred to herein as the "Premises" and are attached as Exhibit A.

**2. FEE:**

For the first year of the Initial term, MCC shall pay [proposed \$750] per month for the use of Room 205, Room 220 and Room 121, for a total of approximately 2,740 sq. ft. Thereafter, MCC shall pay an additional five (5) percent annually for the remainder of the initial term. County and MCC may negotiate the rental rates for each of the extension terms. The County shall invoice MCC for fees on a monthly basis.

**3. MAINTENANCE FEE:**

In addition to Rent, MCC shall pay an annual maintenance fee of \$550 on or before January 1<sup>st</sup> of each year to assist the County in covering the costs of general maintenance for areas utilized by MCC.

**4. CONDITION OF THE PREMISES:**

County makes no representation or warranty that as of the Effective Date of this Agreement, all parts of the 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 MCC. MCC acknowledges that it has been made aware by County that the Premises are offered on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by MCC, either now or in the future. MCC further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.

**5. PERMITTED USE:**

MCC is authorized and permitted to use the Premises for any and all activities directly related to the youth development programming. No other use shall be permitted without the prior written consent of the County. No political activity shall be conducted on County property. The County shall continue to also use the facility to support the parks and environs. Appropriate staffing and supervision need to be present during MCC's programming. MCC instructors shall be responsible for cleaning programming areas.

**6. TERM:**

The term of this Agreement will be for three (3) years (the "Initial Term") commencing on the effective date and terminating on December 31, 2027. If it is mutually agreeable, the Parties may exercise the option to renew the Lease for two (2) additional consecutive one (1) year terms (the "Extension Term"), provided MCC notifies Parks in writing no later than six (6) months prior to the expiration of the then-current term, and Parks agrees to the agreement in writing. Parks reserves the right to negotiate the terms and conditions prior to issuing any approvals for an extension.

**7. SCHEDULING:**

MCC shall schedule programming with the Kozi Director.

**8. PUBLIC ACCESS:**

MCC understands that each Park is a public park and is to remain open and accessible to the public, including during MCC Activities. No public access is allowed in an employee area.

**9. PERMITS, LICENSES, AND OTHER COSTS:**

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

**10. MAINTENANCE:**

- a) MCC will be responsible for the cleaning and maintenance of the Premises. The County will be responsible for cleaning the restrooms.
- b) The County shall use best faith efforts to provide the infrastructure components to keep the Premises in usable condition. This includes maintaining components not regarded as routine maintenance.

- c) MCC and County will mutually agree on building access for Parks staff or third-party contractors for any facility work or improvements so as not to interrupt MCC programming.
- d) MCC will be responsible for daily bagging all garbage and placing it in containers provided by County. The County will be responsible for waste removal.
- e) The MCC shall maintain the Premises in a state of cleanliness to prevent injuries to the public. MCC agrees not to store or accumulate unused or excess materials, supplies, or equipment, which may create a hazard to the public or result in unsightly surroundings.

**11. APPROVAL OF SIGNAGE:**

All proposed banners, signage and advertising on or within the Premises, temporary or portable structures, must be pre-approved in writing by the Parks Director or his designee.

**12. REMOVAL OF EQUIPMENT AND SUPPLIES:**

Upon expiration or termination of this Agreement for any reason, MCC shall remove, at its costs, all of its supplies, equipment, displays, and related items from the Premises within ten (10) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory at the Parks Director or his/her designee.

**13. 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 MCC's use of the Premises.

**14. PARKS DEPARTMENT LOGO:**

MCC is responsible for all marketing and advertising to promote its activities. The MCC shall acknowledge the Parks Department and include the Parks logo in all promotional material generated and controlled by MCC regarding the MCC activities.

**15. INSURANCE:**

Every contractor and all parties furnishing services or product to Milwaukee County (Milw. Cty.) or any of its subsidiary companies must provide Milw. Cty. 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 Milw. Cty. 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. Milw. Cty. 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 Milw. Cty., 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 Milw. Cty. 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.

**16. MCC SUPERVISION; INDEMNIFICATION:**

MCC shall be solely responsible for proper supervision over the program participants and spectators who use the Premises for MCC activities. MCC shall not permit unlawful or illegal acts to occur within or on the Premises and shall at all times obey all applicable laws. To the fullest extent permitted by law, MCC 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 MCC, its agents or employees. MCC 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. HOLDOVER:**

In the event the MCC 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, MCC 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.

**18. ENVIRONMENTAL REQUIREMENTS:**

- a) MCC shall be responsible for any required repair, cleanup, remediation, or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by MCC, its agents or guests. MCC shall indemnify, defend and hold the County harmless from any liability, costs, damage, claim, or injury (including reasonable attorney's fees) arising therefrom.
- b) "Hazardous Materials" means any substance: (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, or policy; or (ii) which is defined or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on the Premises or surrounding areas causes or threatens to cause a nuisance upon the Premises or surrounding areas and/or poses or threatens to pose a hazard to the Premises or surrounding areas or to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

- c) "Environmental Requirements" means all applicable past, present, and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Wisconsin, and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders related to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to the reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

**19. TERMINATION:**

The County may terminate this Agreement: (a) if the MCC fails to comply with any provision in this Agreement, and such failure continues for five (5) days after a written notice from the County setting forth in reasonable detail the nature of such default; (b) if MCC 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 MCC's assets or MCC's interest in this Agreement; or (c) in the event that the County, upon Thirty (30) days prior written notice to MCC, elects to close or otherwise repurpose the Park or the Premises during the Term. The MCC reserves the right to cease operations with a (5) five-day notice should they deem it financially necessary due to lack of participants.

**20. 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 Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

**21. INTEREST:**

Unless waived by County Board of Supervisors, MCC 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 (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.

- a) In addition to the interest described above, MCC 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 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.
- b) 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 MCC'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.

**22. ASSIGNMENT / SUBLETTING:**

MCC 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.

**23. PARTNERSHIP:**

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

**24. 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:

To MCC:  
MILWAUKEE CHRISTIAN CENTER  
Karen Higgins, Executive Director  
807 S. 14<sup>th</sup> St.  
Milwaukee, WI 53204

To County:  
Milwaukee County Dept. of Parks  
Jeff Orłowski, Director of Rec/Bus Svcs.  
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***