

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 1st day of November, 2014 (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 13-938 on November 7, 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 All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident 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

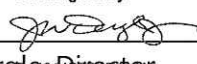
IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee Christian Center, Inc.

by 
Karen Higgins, Executive Director

Date 12-21-14

Milwaukee County Dept of Parks, Recreation & Culture

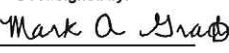
DocuSigned by:
by 
John Dargatzis, Director

Date 23 Oct 2014

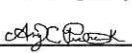
Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
by  Date: 10/14/14
Community Business Development Partners

Approved as to form and independent status:

DocuSigned by:
by  Date 10/14/14
Corporation Counsel

Reviewed by:

DocuSigned by:
by  Date 10/14/14
Risk Management

Approved:

Approved:

DocuSigned by:
by  Date: 10/20/14
County Executive Chris Abele

DocuSigned by:
by  Date: 10/15/2014
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

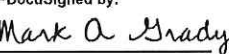
DocuSigned by:
by  Date 10/28/14
Corporation Counsel

EXHIBIT A

EXCLUSIVE SPACE

[Attached.]



CERTIFICATE OF LIABILITY INSURANCE

MILWCHR-01

GPETERS

DATE (MM/DD/YYYY)

10/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Milwaukee Two Plaza East, Suite 650 330 East Kilbourn Avenue Milwaukee, WI 53202	CONTACT NAME: Gail Peters PHONE (A/C, No, Ext): (414) 271-3575 FAX (A/C, No): (414) 271-0196 E-MAIL ADDRESS: gpeters@robertsonryan.com														
INSURED Milwaukee Christian Center 807 South 14th Street Milwaukee, WI 53204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Travelers Property Casualty Insurance Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Insurance Company	10677	INSURER B: The Travelers Property Casualty Insurance Company of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Cincinnati Insurance Company	10677														
INSURER B: The Travelers Property Casualty Insurance Company of America	25674														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		EPP 0057470	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		EPP 0057470	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	EPP 0057470	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	UB5B558792	08/25/2014	08/25/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Milwaukee County Department of Public Parks, Recreation and Culture is an additional insured with respect to general liability and auto liability only when required by written contract.

Waiver of Subrogation applies on the Workers Compensation

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee County Department of Public Parks, Recreation & Culture 9480 Watertown Plank Rd Milwaukee, WI 53226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CDBP@milwaukeeCountyWI.gov

FUNDING SOURCE

☐ Local ☐ State ☐ Federal ☐ Grant If Federally Funded, what percentage? %
 Federal Source of Funds: ☐ FAA ☐ FTA ☐ DOT (includes WisDOT) ☐ Other: Rent from private tenant

CONTACT INFORMATIONContract Administrator: Suzanne Carter Phone: 257-8017 Date: October 7, 2014Email Address suzanne.carter@milwaukeeCountyWI.gov Fund: 0001 Agency: Parks Org No. 9000**PROJECT INFORMATION**Project Name: Lease of space in Kosciuszko Center with Milwaukee Christian Center Project No.: NA

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

Five-year lease of space in Kosciuszko Community Center with Milwaukee Christian Center; payments are \$600/month.Contracting Opportunities (List NAICS codes): N/ARFP/BID will be used (Yes/No) No Advertising Date: Bid/Proposal Due Date: **TYPE OF PROJECT**

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>
	\$ <u> </u>	<u> </u> %

<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u> %
<u> </u>	\$ <u> </u>	\$ <u> </u>	<u> </u> %

APPROVALSIs county board approval required? Yes Resolution #: 13-938 (attach resolution)**WAIVER REQUEST**

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: No federal or County funds involved.

John Dargle, Jr.
 Department/Division Administrator Name

DocuSigned by:

 Signature

7 October 2014
 Date

CBDP USE ONLYConcur with Recommendation ☒ x, or provide the following goals: %This contract is exempt from the DBE goal: ☐ Yes ☐ No

Approved: Rick Norris
 AD4C84D4023E450...

Date: 10/14/14

*	NAICS CODE	DESCRIPTION
	212319	Other Crushed & Broken Stone Mining & Quarrying
	212321	Construction Sand & Gravel Mining
	212322	Industrial Sand Mining
	236117	New Housing Operative Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial & Institutional Building Construction
	237110	Water & Sewer Line & Related Structures Construction
	237120	Oil & Gas Pipeline & Related Structures Construction
	237130	Power & Communication Line & Related Structures Construction
	237310	Highway, Street & Bridge Construction
	237990	Other Heavy & Civil Engineering Construction
	238110	Poured Concrete Foundation & Structure Contractors
	238120	Structural Steel and Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass and Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure & Building Exterior Contractors
	238210	Electrical Contractors & Other Wiring Installation Contractors
	238220	Plumbing, Heating & Air-Conditioning Contractors
	238290	Other Building Equipment Contractors
	238310	Drywall & Insulation Contractors
	238320	Painting and Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile & Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	323114	Quick Printing
	323116	Manifold Business Forms Printing
	323117	Books Printing
	323119	Other Commercial Printing
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
	327215	Glass Product Manufacturing Made of Purchased Glass
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
	332116	Metal Stamping
	332311	Prefabricated Metal Building & Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332321	Metal Window & Door Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental & Architectural Metal Work Manufacturing
	332510	Hardware Manufacturing
	423210	Furniture Merchant Wholesalers
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
	423320	Brick, Stone & Related Construction Material Merchant Wholesalers
	423330	Roofing, Siding & Insulation Material Merchant Wholesalers
	423390	Other Construction Material Merchant Wholesalers
	423510	Metal Service Centers & Other Metal Merchant Wholesalers
	423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
	423690	Other Electronic Parts & Equipment Merchant Wholesalers
	423710	Hardware Merchant Wholesalers
	423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
	423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
443120	Computer & Software Stores
445299	All Other Specialty Food Stores
453110	Florists
453210	Office Supplies and Stationery Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454210	Vending Machine Operators
454390	All Other Direct Selling Establishments
485991	Special Needs Transportation
485999	All Other Transit & Ground Passenger Transportation
488410	Motor Vehicle Towing
492110	Couriers & Express Delivery Services
492210	Local Messengers & Local Delivery
493110	General Warehousing & Storage
517110	Wired Telecommunications Carriers (except Satellite)
523120	Security Brokers and Dealers
523930	Investment Advice
524210	Insurance Agents, Brokers and Service
524291	Claims Adjusting
524292	Third Party Administration of Insurance
532490	Equipment Rental and Leasing, NEC
541110	Office Administrative Services
541211	Accounting, Auditing and Bookkeeping
541213	Tax Return Preparation Services
541219	Accounting Services/Other
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541360	Geophysical Surveying & Mapping Services
541370	Surveying & Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Designs Services
541420	Industrial Design Services
541430	Commercial Art and Graphic Design / Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541611	Management Consulting Services
541613	Marketing Consulting Services
541618	Other Management Consulting Services
541620	Environmental Services
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
541810	Advertising Agencies
541820	Public Relations Services
541860	Direct Mail Advertising Services
541910	Educational Research Commercial
541922	Photographic Services
541930	Translation and Interpretation Services
561110	Legal Services
561210	Facilities Support Services
561320	Temporary Help Services
561410	Computer Process/Data Preparation and Processing
561439	Photocopying and Duplicating Services
561440	Collection Services
561510	Travel Agencies

[illegible]

**Note: For a comprehensive listing of NAICS codes please go to the address,
<http://www.census.gov/eos/www/naics/index.html>**

File No. 13-
(Journal,)

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to enter into a Lease Agreement with Milwaukee Christian Center, Inc. for use of certain parts of Kosciuszko Community Center.

A RESOLUTION

WHEREAS, the DPRC and Milwaukee Christian Center, Inc. (MCC) have had a mutually-beneficial programming partnership for many years; and

WHEREAS, since that time MCC has had a significant positive impact in Kosciuszko Park and surrounding neighborhood; and

WHEREAS, the term of this Lease Agreement is five (5) years; and

WHEREAS, MCC has agreed to pay rent in the amount of \$600 per month; and

WHEREAS, MCC has agreed to pay a maintenance fee of \$500 annually; and

WHEREAS, MCC has agreed to require all participants to purchase annual memberships to the Center; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation and Culture to execute the Lease Agreement between Milwaukee Christian Center, Inc.; and

BE IT FURTHER RESOLVED, to ensure there are no liabilities related to the proposed lease and any potential outstanding bonds, the final agreement is contingent upon approval of the Office of the Comptroller.

Certificate of Completion

Envelope Number: B7AA4F2534FD4EB29834D629A2ADAF51

Status: Completed

Subject: Please DocuSign this document: MCC DBE Waiver.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Suzanne Carter

AutoNav: Enabled

suzanne.carter@milwaukeecountywi.gov

Envelope Stamping: Enabled

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Suzanne Carter

Location: DocuSign

10/7/2014 9:10:15 AM CT

suzanne.carter@milwaukeecountywi.gov

Signer Events

John Dargle

john.dargle@milwaukeecountywi.gov

Department of Parks, Recreation and Culture -

Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

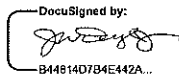
Electronic Record and Signature Disclosure:

Not Offered

ID:

Signature

DocuSigned by:



B44814D7B4E442A...

Using IP Address: 204.194.251.5

Timestamp

Sent: 10/7/2014 9:13:01 AM CT

Viewed: 10/7/2014 5:35:48 PM CT

Signed: 10/7/2014 5:36:19 PM CT

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/7/2014 9:13:01 AM CT

Certified Delivered

Security Checked

10/7/2014 5:35:48 PM CT

Signing Complete

Security Checked

10/7/2014 5:36:19 PM CT

Completed

Security Checked

10/7/2014 5:36:19 PM CT

File No. 13-
(Journal,)

(ITEM NO.) From the Director, Department of Parks, Recreation and Culture (DPRC) requesting authorization to enter into a Lease Agreement with Milwaukee Christian Center, Inc. for use of certain parts of Kosciuszko Community Center.

A RESOLUTION

WHEREAS, the DPRC and Milwaukee Christian Center, Inc. (MCC) have had a mutually-beneficial programming partnership for many years; and

WHEREAS, since that time MCC has had a significant positive impact in Kosciuszko Park and surrounding neighborhood; and

WHEREAS, the term of this Lease Agreement is five (5) years; and

WHEREAS, MCC has agreed to pay rent in the amount of \$600 per month; and

WHEREAS, MCC has agreed to pay a maintenance fee of \$500 annually; and

WHEREAS, MCC has agreed to require all participants to purchase annual memberships to the Center; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation and Culture to execute the Lease Agreement between Milwaukee Christian Center, Inc.; and

BE IT FURTHER RESOLVED, to ensure there are no liabilities related to the proposed lease and any potential outstanding bonds, the final agreement is contingent upon approval of the Office of the Comptroller.

Certificate of Completion

Envelope Number: 3214319D24774735BF7202802B0F481F

Status: Completed

Subject: Please DocuSign these documents: Milw Christian Cntr - 2013 Kozy Lease.pdf, MCC 2014 Ins Cert.pdf...

Source Envelope:

Document Pages: 20

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Suzanne Carter

AutoNav: Enabled

suzanne.carter@milwaukeecountywi.gov

Envelopeld Stamping: Enabled

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Suzanne Carter

Location: DocuSign

10/14/2014 12:40:59 PM CT

suzanne.carter@milwaukeecountywi.gov

Signer Events

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

Signature

DocuSigned by:

Rick Norris

AD4C84D4023E450...

Timestamp

Sent: 10/14/2014 12:47:16 PM CT

Viewed: 10/14/2014 2:13:47 PM CT

Signed: 10/14/2014 2:16:15 PM CT

Using IP Address: 204.194.251.5

Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/25/2014 12:36:39 PM CT
ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

DocuSigned by:

Amy Pechacek

E454E4CA2D21452...

Sent: 10/14/2014 2:16:17 PM CT

Viewed: 10/14/2014 2:21:19 PM CT

Signed: 10/14/2014 2:21:59 PM CT

Using IP Address: 204.194.251.5

Mark A Grady

corpcounselsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:

Mark A Grady

2BEB7A71B2AE4E5...

Sent: 10/14/2014 2:22:01 PM CT

Viewed: 10/14/2014 4:20:59 PM CT

Signed: 10/14/2014 4:25:30 PM CT

Using IP Address: 204.194.251.5

Scott B. Manske

comptrollerssignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:

Scott B Manske

F7354A95D80643E...

Sent: 10/14/2014 4:25:32 PM CT

Viewed: 10/15/2014 9:42:46 AM CT

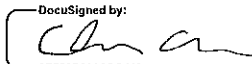
Signed: 10/15/2014 9:43:22 AM CT

Using IP Address: 204.194.251.5

Signer Events

Chris Abele
cabele@milwcnty.com
County Executive
Milwaukee County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Signature

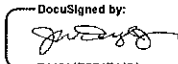
DocuSigned by:

2E580B33A2CC443...

Using IP Address: 204.194.251.5

Timestamp

Sent: 10/15/2014 9:43:24 AM CT
Viewed: 10/20/2014 10:58:08 AM CT
Signed: 10/20/2014 10:58:27 AM CT

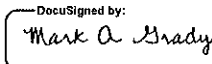
John Dargle
john.dargle@milwaukeecountywi.gov
Department of Parks, Recreation and Culture -
Director
Milwaukee County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:

B44B14D7B4E442A...

Using IP Address: 204.194.251.5

Sent: 10/20/2014 10:58:30 AM CT
Viewed: 10/23/2014 4:07:10 PM CT
Signed: 10/23/2014 4:07:52 PM CT

Mark A Grady
corpcounselsignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:

2BE87A71B2AE4E5...

Using IP Address: 204.194.251.5

Sent: 10/23/2014 4:07:55 PM CT
Viewed: 10/28/2014 9:01:57 AM CT
Signed: 10/28/2014 9:02:29 AM CT

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	10/23/2014 4:07:56 PM CT
Certified Delivered	Security Checked	10/28/2014 9:01:57 AM CT
Signing Complete	Security Checked	10/28/2014 9:02:29 AM CT
Completed	Security Checked	10/28/2014 9:02:29 AM CT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

AMENDMENT TO LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
MILWAUKEE CHRISTIAN CENTER, INC.

This Amendment to Lease Agreement (this "Amendment") is hereby entered into as of this **17th day of December, 2015** but made effective as of the 1st day of October, 2015 (the "Effective Date"), by and between MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE ("County or Lessor") and MILWAUKEE CHRISTIAN CENTER, INC, a Wisconsin non-stock, non-profit corporation ("Lessee" or "MCC"), 807 S. 14th Street, Milwaukee, WI 53204. Together these agencies shall be collectively referred to herein as the "Parties" to this Amendment.

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; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution 13-938 on November 7, 2013, authorized the Director of the Department of Parks, Recreation and Culture to enter into an Agreement with Lessee made and entered into on the 1st day of November, 2014 for and on behalf of Milwaukee County for a term of five (5) years; and

WHEREAS, the Lessee has requested additional rental space in the Kosciuszko Community Center for their office space needs; and

WHEREAS, the Parties desire to expand the 2014 Lease to include Room 205, an additional 1,685 square feet of office space, consistent with their terms, as more particularly set forth herein.

NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS:

1. **TERM OF THE LEASE**. Per Section 6 of the Lease, the Lease Agreement began on the Effective Date, November 1, 2014, and will terminate on the fifth (5th) anniversary thereof or November 1, 2019 (the "Term"). Per Amendment, the Parties hereby extend the Lease for two additional (2)-year renewal terms, expiring on November 1, 2023.

2. **RENTAL SPACE**. Per Section 1 of the Lease, the Lessee shall have the exclusive right for the use of rooms within the Center 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"). In addition, by amendment the Lessee shall be given the

exclusive right for the use of room 205 within the Center with an approximate total size of 1,685 square feet.

3. RENT. Per Section 7 of the Lease, Lessee shall pay, as rent for the use of the Exclusive Space, to the Lessor Six Hundred Dollars (\$600) per month for rooms 110, 112, 113, 118, and the office across the corridor from the boxing room. Per Amendment, the Lessee shall pay an additional Four Hundred Dollars (\$400) per month for room 205. Therefore, the total rent will be One Thousand Dollars (\$1000) per month for the lessee.

4. MAINTENANCE FEE. As per Section 8 of the Lease, in addition to the rental payments detailed above, the Lessee shall pay an annual maintenance fee of Five Hundred 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. Per Amendment, this annual maintenance fee will be increased by \$100 for a total maintenance fee of \$600 per year.

5. GOOD FAITH NEGOTIATION. During the second two (2)-year renewal term described in Section 1, the Parties shall engage in good faith negotiations to enter into a subsequent agreement for Lessee's lease of the Premises.

6. CONFLICT. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the 2014 Lease, the terms and provisions of this Amendment shall govern, control and prevail. All other provisions of the 2014 Lease remain in effect.

7. ANNUAL REPORTS. Within thirty (30) days after the conclusion of each annual 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.

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Milwaukee Christian Center, Inc.

DocuSigned by:
by: Karen Higgins Date 12/30/2015
FF0418233808128
Karen Higgins, Executive Director

Milwaukee County Dept of Parks, Recreation & Culture

DocuSigned by:
by: John Dargatzis Date 12/23/2015
F01418340731442
John Dargatzis, Jr., CPRP, Director

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
by: Rick Morris Date: 12/17/2015
AD4C84D4023E450...
Community Business Development Partners

Approved as to form and independent status:

DocuSigned by:
by: Mark A Grady Date 12/21/2015
2BE87A71B2AE4E5...
Corporation Counsel

Reviewed by:

DocuSigned by:
by: [Signature] Date 12/18/2015
E454E4CA2D21452...
Risk Management

Approved:

Approved per Sec. 59.255(2)(e), Stats.:

DocuSigned by:
by: Chris Abele Date: 12/28/2015
3E580B3272C024F3
County Executive Chris Abele

DocuSigned by:
by: Scott B. Manske Date: 12/23/2015
F7337A950B064F5
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

DocuSigned by:
by: Mark A Grady Date 12/30/2015
2BE87A71B2AE4E5...
Corporation Counsel