

**AGREEMENT BETWEEN MILWAUKEE COUNTY ZOO AND
CTM GROUP, INC.**

This Agreement between the Milwaukee County Zoo (the "County") and CTM Group, Inc. (the "Vendor"), located at 9 Northeastern Blvd, Salem, NH 03079, is entered into effective upon approval by the County. Referenced together, the County and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the Vendor is to provide a revenue share concession for the operation of Penny Press Vending Machines, Foot Massage and Medallion machines at the Milwaukee County Zoo; and

WHEREAS, Vendor shall pay County on a monthly basis Fifty percent (50%) of collected revenue after state sales tax (net) from Penny Presses and Medallion Machines along with a guaranteed annual minimum of thirty thousand dollars (\$30,000.00) to County. Vendor shall also pay County on a monthly basis fifty percent (50%) of collected revenue after state sales tax (net) from the Foot Massage Machines.

WHEREAS, recognizing that this agreement is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. RESPONSIBILITIES OF THE PARTIES

Vendor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.

- A. Vendor shall provide for operation of the Penny Press vending machines, the Foot Massage machines and the Medallion machines on a daily basis.
- B. Vendor shall be responsible for any replacement, major maintenance or repair of all of the above listed machines.
- C. As related to the Penny Press machines and Medallion machines, Vendor shall provide and pay for the penny stamper die and medallion, which will be designed in accordance with rough or finished artwork approved by the Milwaukee County Zoo.
- D. County shall provide, at no cost to Vendor, electrical service on the Milwaukee County Zoo grounds.
- E. County shall provide Vendor's employees with reasonable access including free admission and parking for business purposes.
- F. County shall provide, as mutually determined, appropriate graphics, signage, advertising, and public relations support to Vendor.

3/8/2015

- G. County shall maintain the appearance of the machines and take care of minor problems, such as "coin jams." Any major repairs, which may become necessary, shall be the responsibility of Vendor. Vendor shall provide any parts needed for these repairs at its cost. Contact Vendor for service by calling 1-800-951-3320 or by email at customerservice@ctmgroupinc.com.
- H. County agrees to use reasonable endeavors to ensure that the machines are kept free from vandalism and/or forced entry to the cash box.
- I. All pricing will be mutually agreed upon between Vendor and County.

2. CONTRACT TERM

This Agreement shall commence on the signing of the agreement by the County Executive and terminate on December 31, 2018. The County shall have the option to extend the contract for an additional 3 calendar years with three (3) options to renew for one (1) additional calendar year if mutually agreeable to the Parties.

3. COMPENSATION

Vendor shall pay County on a monthly basis Fifty percent (50%) of collected revenue after deducting credit card processing fees and state sales tax (net) from Penny Presses and Medallion Machines along with a guaranteed annual minimum of thirty thousand dollars (\$30,000.00) paid to County. Vendor shall also pay County on a monthly basis fifty percent (50%) of collected revenue after credit card processing fees and state sales tax (net) from the Foot Massage Machines.

Vendor will pay the County within 30 days after the end of each month based on collection reports and monies received. The Vendor will reimburse all refunds to the County. All payments must reference machine collection reports including identification by machine.

4. INDEMNITY

Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Vendor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

5. NONDISCRIMINATION EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Vendor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program 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 the Vendor's work force, where these groups may have been previously underutilized and underrepresented. Vendor also agrees that in the event of any dispute as to compliance with the stated requirements, it shall be its responsibility to show that it has met all such requirements.

When violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Vendor, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Vendor for use in completing the Agreement, but in either event, Vendor shall be ineligible to bid on any future Agreements let by County.

6. INSURANCE

Vendor understands and agrees that financial responsibility for claims or damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. The Vendor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Vendor shall provide evidence of the following coverages and minimum amounts:

| <u>Type of Coverage</u> | <u>Minimum Limits</u> |
|--|--|
| Wisconsin Workers' Compensation or Proof of All States Coverage | Statutory (waiver of subrogation) |
| Employer's Liability | \$100,000/500,000/100,000 |
| Commercial or Comprehensive 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, |
| Professional Liability | \$1,000,000 Per Occurrence \$1,000,000 Aggregate |
| Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired | \$1,000,000 Per Accident |
| Uninsured Motorists | Per Wisconsin Requirements |

Milwaukee County will be named as an additional insured for General and Automobile, as respects the services provided in this Agreement. 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.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

7. INDEPENDENT CONTRACTOR

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Vendor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the Vendor is at all times acting and performing as an Independent Contractor, duly authorized to perform the acts required of it hereunder.

8. PROHIBITED PRACTICES

- A. Vendor during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Vendor, has a conflict of interest.
- B. Vendor hereby attests that it is familiar with Milwaukee 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 officer's or employee's vote, official actions or judgment would be influenced thereby."

9. COUNTY'S RIGHT TO AUDIT

Vendor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Vendor related to carrying out this Agreement for a period up to three (3) years after completion of the Agreement. The Vendor must obtain prior written approval from County for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the Vendor and its County approved subconsultant and/or associates which binds the subconsultant to the same audit Agreement terms and conditions as the prime Vendor.

10. TERMINATION

County reserves the right to terminate this Agreement at any time for any reason by giving Vendor thirty (30) days written notice of such termination. Upon said termination, Vendor shall be compensated for all documented services rendered through the date of termination and return any balance of advance not earned or amount due County within sixty (60) days of written notice.

11. 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 (3) days after posting via US Mail, to the party addressed as follows:

To Vendor:
CTM Group, Inc.
9 Northeastern Blvd.
Salem, NH 03079

To County:
Milwaukee County Zoo
Attn: Charles Wikenhauser
10001 W. Bluemound Rd
Milwaukee, WI 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

12. PERMITS, TAXES, LICENSES

Vendor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Agreement.

13. ASSIGNMENT LIMITATION

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

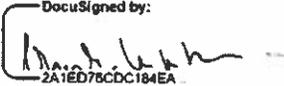
14. SUBAGREEMENTS

Assignment of any portion of the work by subcontract must have the prior written approval of County.

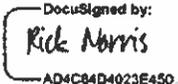
15. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year first above written.

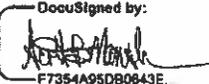
Milwaukee County Zoo Director:  DocuSigned by:
2A1ED78CDD184EA

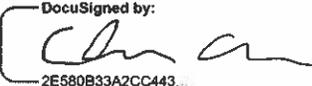
Contractor:  DocuSigned by:
47078271B8D0438

Milwaukee County Community Business Development Partners
Approved with regards to County Ordinance Chapter 42:  DocuSigned by:
AD4C84D4023E450

Milwaukee County Risk Management:  DocuSigned by:
E454E4CA2D21452..

Milwaukee County Corporation Counsel
Approved as to Form:  DocuSigned by:
2BE87A71B2AE4E5...

Milwaukee County Comptroller:  DocuSigned by:
F7354A95D80843E

Milwaukee County Executive:  DocuSigned by:
2E580B33A2CC443...

Milwaukee County Corporation Counsel
Approved as to WI Stats. 59.42 (2)(b)5:



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: _____

CONTACT INFORMATION

Contract Administrator: Sue Rand Phone: 256-5408 Date: 3-9-15
 Email Address: _____ Fund: 001 Agency: 950 Org No. 9581

PROJECT INFORMATION

Project Name: CTM Group Project No.: _____

Contract Scope/Project Description (attach scope/description of work or estimating sheet):
Revenue share for coin operated machines at the Milwaukee County Zoo

Contracting Opportunities (List NAICS codes): N/A

RFP/BID will be used (Yes/No) Advertising Date: _____ Bid/Proposal Due Date: _____

TYPE OF PROJECT

| Professional Services | Estimated Amount | Recommended DBE Participation | |
|-----------------------|-------------------------|-------------------------------|-------------------------------|
| | \$ <u>35,000 net/yr</u> | <u>0</u> % | |
| Construction Related | Estimated Amount | Estimated Allowance | Recommended DBE Participation |
| _____ | \$ _____ | \$ _____ | _____ % |
| _____ | \$ _____ | \$ _____ | _____ % |

APPROVALS

Is county board approval required? No Resolution #: _____ (attach resolution)

WAVER REQUEST

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

Explanation: Sole Source - animal theme vending.
(foot massage, medallions, penny press) Only 1 employee to collect money and repair.

Department/Division Administrator Name: Charles Wikenhauser Signature: [Signature] Date: 10 March 2015

CDBP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from the DBE goal: Yes No

Approved: Rick Norris Date: _____
DocuSigned by: Rick Norris



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

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 MTM Insurance Associates 1320 Osgood Street North Andover MA 01845 | | CONTACT NAME: Victoria Lowes, CISR PHONE (A/C No. Ext): (978) 681-5700 FAX (A/C No.): (978) 681-5777 E-MAIL ADDRESS: vickiel@mtminsure.com | | | | | | | | | | | | | | | |
|---|--------|---|--|-------------------------------|--------|--|--|--|-------|---------------------------------------|--|-------------------------------------|-------|------------|--|------------|--|
| INSURED CTM Group Inc DBA: The Pennymen 9 Northeastern Boulevard Salem NH 03079 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Associated Industries Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Hartford Insurance Group</td> <td>00914</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Associated Industries Insurance | | INSURER B: Hartford Fire Insurance Company | 19682 | INSURER C: American Insurance Company | | INSURER D: Hartford Insurance Group | 00914 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: Associated Industries Insurance | | | | | | | | | | | | | | | | | |
| INSURER B: Hartford Fire Insurance Company | 19682 | | | | | | | | | | | | | | | | |
| INSURER C: American Insurance Company | | | | | | | | | | | | | | | | | |
| INSURER D: Hartford Insurance Group | 00914 | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 14-15 & 15-16 G1/Umb Mast **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | AES1028422-01 | 2/1/2015 | 2/1/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 08UENUE5976 | 12/1/2014 | 12/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ TERR \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | SSE00015150055 | 2/1/2015 | 2/1/2016 | EACH OCCURRENCE \$ 3,000,000 |
| | DED RETENTION \$ | | | | | | AGGREGATE \$ 3,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | 08WBRL9397 | 12/1/2014 | 12/1/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Milwaukee County is listed as additional insured for general and automobile liability. Waiver of Subrogation in favor of Milwaukee County and Milwaukee County Zoo applies to workmans compensation

| | |
|--|--|
| CERTIFICATE HOLDER Milwaukee County Zoo 10001 West Bluemound Road Milwaukee, WI 53226-4384 | CANCELLATION 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 P MacDonald CPCU, CIC <i>[Signature]</i> |
|--|--|

