

Recreation Services Contract
City of Waukesha – Easter Seals Southeast Wisconsin, Inc.

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Easter Seals Southeast Wisconsin, Inc., 2222 S. 114th Street, West Allis, WI 53227, referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences February 15, 2016 and terminates December 15, 2018, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than December 1, 2018.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct the Schuetze Summer Respite Camp, referred to as SPARC (Special People at the Recreation Center), for a nine week period, June - August.
 - b. Provider shall create and deliver to the City an outline of its SPARC activities and specific dates for SPARC, no later than six months before the program is to be held in that year.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the SPARC program.
 - d. SPARC program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 7 – 21 years.

- ii. Providing opportunities for campers to build social skills, explore interests and talents, make friends and experience being part of a community.
 - iii. Providing up to 10 hours of respite, Monday – Friday, for nine weeks in the summer, to parents/caregivers of campers in SPARC.
 - e. Provider shall ensure that all persons providing services are neat and clean in appearance. A staff to participant ratio of 1:4 shall be maintained.
 - f. Provider shall provide all necessary training to staff and volunteers working at SPARC. Daily program check-ins will be completed by Respite supervisor or manager.
 - g. Provider will structure daily camp activities, to include small groups (8 campers/2 staff) rotating activities throughout the day.
 - h. Provider shall be responsible for the safety and security of participants in the Services, including security of participants' personal property.
 - i. Provider shall ensure that the Premises are kept clean, and returned to a clean condition when services are complete. Provider shall be responsible for the collection of all trash and waste generated during the Services, and placing it in containers designated by the City.
 - j. Provider shall be responsible for any damage to the Premises or City property equipment caused by its employees, volunteers, participants in its events, or invitees to its events, occurring during its events. Provider shall replace or repair all damaged items, at its sole expense.
 - k. Provider shall ensure that all set-up of equipment for the Services shall not disrupt other scheduled activities in the Schuetze Recreation Center.
 - l. Provider shall be responsible for all Services participant registration and the collection of fees.
 - m. Provider shall provide all needed statistical data related to program participants and program volunteers as requested by the City.
 - n. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the Schuetze Recreation Center, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services. The Parties contemplate that the Activity Room, Kitchen/Meeting Room, Backroom area, Gymnasium (at specified times) plus common areas, will be designated for SPARC. Specified outdoor park areas in Frame Park may be reserved for SPARC, as available.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following SPARC.

- c. The City will provide a program description in the Parks, Recreation and Forestry Summer program activity guide, to advertise SPARC. The program description will recite that Provider may impose criteria for participation, for which the City is not responsible.
- 8. **Criteria for Participation, Prohibited Bases of Discrimination.** The Parties acknowledge and agree that the Services are specifically adapted to the needs of persons meeting the special criteria of Provider's mission, goals and objectives. The City will not participate in, and will not be responsible in any way for, the determination of qualification for participation in the Services. Provider shall apply its criteria for participation strictly as those criteria were represented to the City, and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
- 9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
- 10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
- 11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured and loss payee, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$1,000,000.
- 12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
- 13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
- 14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Easter Seals Southeast Wisconsin

By Robert Glowacki, Chief Executive Officer
Date: _____

Schedule 1

Description of Premises

Activity Room, Kitchen/Meeting Room, Backroom Area, Gymnasium (at specified times) and appurtenant common areas, as designated by the City, within the Schuetze Recreation Center, 1120 Baxter Street, Waukesha, WI 53186.

Specified outdoor park areas in Frame Park may be reserved for SPARC, as available.

[include drawing of floor plan, or map, if appropriate]

Summer Program Season: Nine Weeks, Monday – Friday, June – August, 7:30 am – 6:00 pm

2016 Dates: June 20 – August 19, 2016; Full Day 9:00 am – 4:30 pm

AM Care 7:30 – 9:00 am; PM Care 4:30 – 6:00 pm

Following year's specific start and end dates, to be determined by January 1st of the program year.