

Recreation Services Contract
City of Waukesha – Melissa D. Robe

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 Melissa D. Robe, Attorney at Law, 125 N. Executive Dr. Suite 210, Brookfield, WI 53005 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider is willing to provide estate-planning educational services to Waukesha citizens, at the City's Schuetze Recreation Center.

The City recognizes that the Provider's services are within the Department of Parks, Recreation and Forestry's mission, and is willing to provide facilities for Provider to carry out its services.

Therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider for Provider to carry out its 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 in the Riverview Room of the Schuetze Recreation Center 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.
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 January 1, 2018 and terminates December 31, 2020
5. **Services.** Provider shall provide the following Services:
 - a. A workshop on powers of attorney for finance, at which participants will learn the benefits of having this power of attorney, and will be able to draft and execute their own power of attorney. This workshop will take place on January 16th, 2018 and January 23rd, 2018.
 - b. A workshop on general estate planning, at which participants will learn about estate planning techniques, including wills, trusts, transfer on death designations, and other techniques. This workshop will take place on January 30, 2018.
 - c. Provider may also solicit participants to engage Provider to prepare estate plan documents for them, outside of the City's program and upon Provider's usual terms.
6. **Terms of Service.** Provider shall provide the Services according to the following terms:
 - a. Provider shall be responsible for the safety and security of participants in the Services, including security of participants' personal property.

- b. 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.
 - c. 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.
 - d. Provider shall ensure that all set-up of equipment for the Services shall not disrupt other scheduled activities in the Schuetze Recreation Center.
 - e. Provider shall provide all needed statistical data related to program participants and program volunteers as requested by the City.
 - f. In general, Provider shall be responsible, at its sole expense, for the performance of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
7. **Compensation.** City shall compensate Provider for performance of the Services, as follows: For the powers of attorney workshop, \$50 for each single attendee and \$90 for each married couple attendees; for the estate planning workshop, \$400. Payment shall be made after completion of the Services, upon invoice from the Provider. Provider shall take attendance at each workshop, noting the name of each participant, and report attendance to the City. If any participant requests a refund of the fee paid by participant, for inability to attend or because they did not desire to have powers of attorney drafted, then the City shall not pay Provider for that participant. The payment for the estate planning workshop shall be paid in full unless the workshop is cancelled lack of sufficient attendance.
8. **Cancellation.** The City may cancel either workshop, without obligation to pay compensation to Provider, if there are not at least 15 participants signed up by no later than 7 days before the first workshop. City shall promptly notify Provider of cancellation.
9. **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.
10. **City Obligations.**
- a. The City shall designate the Premises within the Riverview Room of 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.
 - b. The City will be responsible for emptying trash containers and general cleaning of the Premises.
 - c. The City will provide a program description in the Parks, Recreation and Forestry program activity guide, to advertise the Services.
11. **Prohibited Bases of Discrimination.** 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.
12. **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.

13. **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 negligence in the conduct of the Services, including, but not limited to, damages for personal injury, death, casualty loss to personal property, or legal malpractice.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
14. **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. General liability policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement to the general liability policy making the City an additional insured, 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. Professional liability, \$1,000,000 per occurrence.
15. **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. No amounts will be withheld from compensation payments for payroll taxes, and Provider shall be responsible for payment of all taxes, unemployment insurance, worker compensation insurance, etc.
16. **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.
17. **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.
18. **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: _____

Provider

Melissa D. Robe
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.