

LICENSE AGREEMENT
THE CITY OF MILWAUKEE &
WISCONSIN ALLIANCE FOR WOMEN'S HEALTH, INC.
Regarding Office Space in 1240 N. 10th Street, Milwaukee, Wisconsin 53205

This Sublicense Agreement, dated _____, _____, 2016, is entered into by and between the City of Milwaukee ("City") and Wisconsin Alliance for Women's Health, Inc. ("WIAWH") for good and valuable consideration.

RECITALS

- A. The City currently licenses use of space, shown in detail on Exhibit A, on the second floor of the University of Wisconsin-Milwaukee's Zilber School of Public Health, located at 1240 N. 10th Street, Milwaukee, Wisconsin 53205 ("City-Licensed Space");
- B. WIAWH wishes to enter and occupy cubicles 210J & 210K in the City-Licensed Space on a temporary basis for the purposes of accomplishing administrative processes necessary to implement the Providers and Teens Communicating for Health ("PATCH") program;
- C. The City is willing to allow WIAWH, as a licensee, the right to use cubicles 210J and 210K in the City-Licensed Space for the purposes of conducting the administrative tasks necessary to implement the PATCH program.

SUBLICENSE AGREEMENT

- 1. **Recitals.** The parties agree to the recitals above and to the terms and conditions herein.
- 2. **Sublicense.** City allows WIAWH a sublicense to enter and occupy cubicles nos. 210J and 210K ("Office Space") in the City-Licensed Space. The City may impose time restrictions on WIAWH's access to the space at any time upon 5 days notice according to the provisions set forth in paragraph 15.

This sublicense gives WIAWH temporary and qualified entry and occupancy rights that are personal privileges and that shall not be construed as giving WIAWH any interest or estate in the City-Licensed Space whatsoever ("Sublicense"). This is not a lease or other conveyance of any interest or estate in real property. WIAWH is not a tenant or lessee of the University of Wisconsin-Milwaukee, the Zilber School of Public Health, the City-Licensed Space, or of the City.

- 3. **As Is.** The Office Space is sublicensed to WIAWH on an As-Is, Where-Is basis, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied.
- 4. **Term.** The term of this Sublicense Agreement ("Term") shall begin on the later of:

- (1) Complete execution of this Sublicense Agreement, or
- (2) Successful and completed amendment of paragraph 1(f) “Non-transferability of License” of the City’s license agreement with UWM, attached hereto as Exhibit B, to allow the City to sublicense temporary use of cubicles 210J and 210K to WIAWH.

Unless terminated sooner as herein provided, this Sublicense Agreement shall terminate on the same date and time as the termination of the City’s license agreement with UWM, attached hereto as Exhibit B. This Sublicense Agreement may be renewed only upon written agreement of the parties.

5. **License Fee.** No monetary fee.
6. **Use.** WIAWH shall have the right to use and occupy the Office Space, as licensee, only for the purposes of accomplishing administrative processes and/or administrative tasks necessary to implement the Providers and Teens Communicating for Health (“PATCH”) program; and for security, clean-up and restoration as required hereunder.
7. **Improvements.** WIAWH is not allowed to erect any fixtures or permanent improvements in or on the Office Space.
8. **Insurance.** WIAWH shall, at its expense, obtain and maintain in place during the entire Term, insurance as described in strict compliance with Exhibit A attached hereto, and shall cause the City to be added as an additional insured on such insurance policy(ies). WIAWH shall – as a condition to it being able to use or enter the Office Space - provide to the City a Certificate of Insurance with the City of Milwaukee named as additional insured prior to commencement of the Term.
9. **Utilities.** WIAWH shall not be charged by the City for the cost of utilities associated with the Office Space. As part of this Sublicense, WIAWH is permitted to use normal and customary amounts of the utilities associated with the Office Space.
10. **Termination of Agreement.** Upon the expiration of the Term, or termination of this Agreement, WIAWH shall peaceably and quietly deliver, yield up, and surrender possession of the Office Space to the City in good and clean condition, and as called for herein. The City may terminate this Sublicense Agreement at any time for any reason by giving at least five business days notice in writing to WIAWH.
11. **Indemnification and Defense of Suits.** Notwithstanding any references to the contrary in this Sublicense Agreement, WIAWH assumes full liability for all of its acts in the performance of this Sublicense Agreement. WIAWH will save and indemnify and keep harmless the City against all liabilities, judgments, attorneys fees, costs, and expenses which may be claimed against the City in consequence of the granting of this Sublicense Agreement to WIAWH, or which may result from the carelessness or neglect of (i) of WIAWH, its employees, officers, directors, volunteers, agents, contractors, subcontractor’s or invitees, or (ii) of any occupant or invitee of or at the Office Space, or

of anyone claiming by, through, or under WIAWH. The City shall have the right to tender the defense of any claim or action at law or in equity to WIAWH or WIAWH's insurer, and upon such tender it shall be the duty of WIAWH or WIAWH's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.

12. **City Entry Rights.** The City may, without notice, enter the Office Space to inspect any part of the Office Space at any time.
13. **Audit.** At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Sublicense Agreement and WIAWH shall permit the City or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Sublicense Agreement.
14. **Breach; Governing Law.** This Sublicense Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Sublicense Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction
15. **Notices; Contact Persons.** Notice required or permitted under this Agreement may be made only by the following methods: (1) by personal delivery to the recipient or the recipient's office at the address listed below; (2) by email to the recipient's email listed below; (3) by U.S. Mail addressed to the recipient at the address listed below and deposited in the U.S. Mail with sufficient postage. Notices given in accordance with these provisions shall be deemed given and received (1) when personally served or delivered to a person at the recipient's office at the address listed below, (2) if e-mailed during business days (Monday through Friday, excluding legal holidays) during business hours (8:30 a.m.- 4:30 p.m.) on days when Milwaukee's City Hall is open for business, or (3) if mailed, three business days after the postmark on such notice.

To the City:

City of Milwaukee Health Department

Attn: Jessica Gathirimu

1240 N. 10th St., Rm. 210F

Milwaukee, WI 53205

Phone: 414-286-6269

Email: JGATHI@milwaukee.gov

To WIAWH:

Wisconsin Alliance For Women's Health Inc.
Attn: Sara Finger
PO Box 1726
Madison, WI 53701
(608) 251-0139
Phone: (608) 251-0139
Email: sara.finger@wiawh.org

The above-named persons shall also be the respective contact persons for City and WIAWH for purposes of this Agreement.

16. **Approvals.** Unless otherwise expressly provided for in this Sublicense Agreement, all submissions to the City, and all approvals or consents required to be obtained from the City, shall be submitted to or obtained from City's contact person named above.
17. **Severability of Provisions.** If any of the terms or provisions contained herein are declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Sublicense Agreement shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
18. **Captions.** The captions in this Sublicense Agreement are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions.
19. **Binding Effect; Assignment.** The terms and conditions of this Sublicense Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. WIAWH may not assign its rights or duties hereunder without City's prior written consent.
20. **Incorporation of City's License with UWM.** The City's license agreement for the City-Licensed Space, known as Contract No. E0000011818, and attached hereto as Exhibit B, is hereby incorporated into this Sublicense Agreement. WIAWH agrees that its use of the Office Space will comply with all restrictions applicable to the City in the contract set forth in Exhibit B. WIAWH hereby agrees that it shall not violate any terms of the contract set forth in Exhibit B, and shall take no actions, as the City's sublicensee, that shall cause the City to breach any of the terms of the contract set forth in Exhibit B.
21. **Entire Agreement.** This writing, and the exhibits hereto, constitute the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.
22. **Non-Discrimination.** WIAWH agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military

service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Sublicense Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. WIAWH agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

23. **Open Records.** This Sublicense Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected under this License). Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Sublicense Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* WIAWH acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Sublicense Agreement, and that WIAWH must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after termination of this Sublicense Agreement.
24. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Sublicense Agreement pertains, shall have any personal interest, direct or indirect, in this Sublicense Agreement. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Sublicense Agreement shall have any personal interest, direct or indirect, in this Sublicense Agreement. WIAWH covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. WIAWH further covenants that in the performance of this Sublicense Agreement no person having any conflicting interest shall be employed. An interest on the part of WIAWH or its employee must be disclosed to the City.
25. **Signatures; Counterparts.** WIAWH represents to City that its signatories have been duly authorized to sign this document on WIAWH's behalf. Facsimile or PDF/email signatures shall be acceptable as originals. This Sublicense Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Sublicense Agreement as of the date first written above.

CITY: THE CITY OF MILWAUKEE

By: _____
Name Printed: _____
Title: _____
Date: _____

WIAWH: DIVERSE AND RESILIENT, INC

By: _____
Name Printed: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Assistant City Attorney Andrea Fowler

Date: _____
1084-2016-71/224983

Exhibit A

CITY OF MILWAUKEE INSURANCE REQUIREMENTS

A. The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A certificate of insurance evidencing such coverage shall be submitted to be approved by the City Attorney and placed on file with the City of Milwaukee before WIAWH's occupancy of the Office Space commences under this contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated; failure to terminate is not a waiver of the City's right. The City Attorney reserves the right to examine and approve the actual policy of insurance before the City executes this Contract. A copy of the endorsement must be submitted to the City with a copy of the certificate of insurance.

B. Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

C. All policies shall be written on an occurrence form, other than professional liability as noted below.

D. The certificate holder shall be noted as:

City of Milwaukee
200 E. Wells Street, Room 601
Milwaukee, WI 53202

E. Coverage Requirements.

<u>Type of Coverage:</u>	<u>Minimum Limits:</u>
Commercial General Liability	
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Products & Comp/Op Agg	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability	
Combined Single Limit	\$1,000,000
Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

Property insurance equal to the full replacement value of User's merchandise, trade fixtures, furnishings, equipment and all other items of personal property in the Facilities. Such insurance shall contain a waiver of subrogation in favor of the City.