

RESOLUTION NO. 2011- 104S

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING A THREE YEAR EXTENSION OF THE LEASE AGREEMENT
BETWEEN RACINE COUNTY AND THE RACINE COUNTY HISTORICAL SOCIETY
AND MUSEUM, INC.**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a three year extension, effective November 7, 2011, of the existing lease agreement between Racine County and the Racine County Historical Society and Museum, Inc., as reflected in the lease attached hereto as "*Exhibit A*", for the property located at 701 Main Street, Racine, Wisconsin is authorized and approved subject to any changes deemed necessary and appropriate by the Corporation Counsel and the Finance Director.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Robert D. Grove

Q. A. Shakoor, II

John A. Wisch

Pamela Zenner-Richards

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7 **The foregoing legislation adopted by the County Board of Supervisors of**
8 **Racine County, Wisconsin, is hereby:**

9 **Approved: _____**

10 **Vetoed: _____**

11
12 **Date: _____,**
13

14
15 _____
16 **James A. Ladwig, County Executive**
17
18

19
20 **INFORMATION ONLY**
21

22 **WHEREAS**, the City of Racine duly authorized the conveyance of the property
23 which now houses the Racine County Historical Society and Museum in 1961; and
24

25 **WHEREAS**, the Museum has expressed a willingness to operate a public museum
26 in the public interest on said premises; and
27

28 **WHEREAS**, the County, pursuant to various historic resolutions and official actions,
29 has demonstrated a willingness to contribute financial and other assistance for the
30 operation and maintenance of the Museum, including leasing the Museum said property
31 continuously for the recent past; and
32

33 **WHEREAS**, the previous lease agreement expired on November 7, 2011, and both
34 parties have expressed a willingness to extend said agreement for an additional three (3)
35 years on essentially the same terms and conditions

Resolution No 2011-104S
Exhibit "A"

AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of February, 2012, by and between RACINE COUNTY, a quasi-municipal corporation, hereinafter known as "the **COUNTY**", and RACINE COUNTY HISTORICAL SOCIETY AND MUSEUM, INC., a domestic non-profit corporation, hereinafter known as "**RCHSM**".

WHEREAS, the City of Racine on the 16th day of May, 1961, duly authorized the conveyance of the following described property to the County of Racine:

Lot two (2) North One-half (1/2) of Lot Three (3), Block Two (2), School Section. Said land being in the City of Racine, Racine, Wisconsin.

Said conveyance having been executed on the 20th day of September, 1961, and recorded in the office of the Register of Deeds on the 20th day of September, 1961, in Volume 715 Page 608, as Document No. 7266071; and

WHEREAS, **RCHSM** has expressed a willingness to continue to operate a public museum in the public interest on the premises described above; and

WHEREAS, the **COUNTY**, pursuant to various resolutions and official actions, has made manifest a willingness to contribute financial and other assistance for the operation and maintenance of RCHSM.

NOW, THEREFORE, in consideration of One Dollars (\$1.00) and other good and valuable consideration paid by RCHSM to the COUNTY, for the term of this Lease, receipt of which is hereby acknowledged,

IT IS AGREED, by and between the parties hereto as follows, to wit:

I. LEASE-TERM

The COUNTY shall lease the subject premises described herein to RCHSM for a period of three (3) years commencing on November 7, 2011. Said Lease shall be revocable upon breach of the terms of this Agreement, or as provided in the paragraph of this Agreement entitled "Termination".

II. INSURANCE

RCHSM shall contract for insurance to include public liability, personal injury, Workmen's Compensation and property loss and damage, including extended coverage. The COUNTY shall be named as an additional insured on all public liability coverages. All public liability coverages and limits must be approved by the COUNTY and the RCHSM shall provide Certificates of Insurance to the COUNTY on a yearly basis. RCHSM shall be responsible for insuring the Museum facility and the garage-storage building for property, fire and boiler coverage. The COUNTY agrees to include the Museum facility and the garage-storage building as part of its insurance coverage with the State of Wisconsin, but RCHSM shall be responsible for reimbursing the COUNTY for any additional insurance charges that the COUNTY may incur as a result of including the Museum facility and the garage-storage building on the COUNTY's insurance with the State of Wisconsin.

III. DEBTS

RCHSM shall operate said Museum and be liable in all respects for the payment of obligations and expenses incurred in the normal course of the operation of RCHSM. The COUNTY shall not be liable for any expenses which may arise in respect of the normal operations of said Museum subject to the following paragraph regarding maintenance, repairs and operations.

IV. MAINTENANCE, REPAIRS AND OPERATIONS

The COUNTY agrees to be responsible for the performance of and payment of all structural repairs relating to the leased premises including, but not limited to, sidewalk, exterior stairway and driveway repairs, the exterior structure of the building including the roof, heating, plumbing and air-conditioning repairs, major electrical repairs, interior support walls and other structural aspects of the leased premises as agreed upon by the parties. If the COUNTY determines that it is not economically feasible to make any of the above described repairs, it can, at its discretion, notify RCHSM of this decision and terminate this lease on sixty (60) days written notice. Nothing in this Agreement shall prevent the COUNTY from obtaining the performance of repairs from other third parties including the City of Racine. The COUNTY shall also provide snow removal services for the sidewalks adjacent to the street and for the parking lot directly behind the Museum when snowfall exceeds two (2) inches. RCHSM will be responsible for gardening, snow removal from the building steps and the walkways associated with these steps immediately next to the building, daily cleaning and housekeeping chores, maintenance and repair of Museum-owned equipment, development and maintenance of the exhibits and cases, and incidental building repairs. The COUNTY agrees to allow RCHSM access to the COUNTY telephone system and through it, the State long distance system, with RCHSM being responsible for all bills it incurs.

V. ADMINISTRATION

RCHSM shall be responsible for the daily operation of the Museum including the supervision of the daily activities of the Museum, its staff, volunteers, and its programs and services. The employees of the Museum are not employees of the COUNTY and shall not be considered employees of the COUNTY.

VI. TRANSFERABILITY

This Agreement is not transferable or assignable to any other parties without written consent of both parties to this Agreement.

VII. NEGOTIATIONS

All negotiations between the parties shall be by the Director of RCHSM and by the County Executive of Racine County or his/her designee with all Museum Agreements to be approved by the Museum Board of Directors.

VIII. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice without cause or upon mutual agreement of the parties with thirty (30) days notice. In the event of any claimed breach or default by RCHSM, the COUNTY shall give written notice of such claimed breach or default to RCHSM, and RCHSM shall have thirty (30) days from receipt of that notice to correct the breach or default, or if breach or default cannot be cured within the thirty (30) day period, RCHSM shall have commenced the cure of the breach or default within the thirty (30) day period and shall complete the necessary cure in a reasonable time thereafter. Should this Agreement be terminated by RCHSM, the COUNTY shall be under no obligation to continue operation of this Historical Museum. All of the agreements, terms and conditions herein contained shall bind and inure to the benefit of the successors and assigns of the respective parties hereto. This instrument contains all of the terms and conditions agreed to by the

parties and no other agreements, oral or otherwise shall be deemed to exist or bind the parties. Any subsequent changes to this Agreement shall not be valid unless in writing, duly executed by the parties and physically annexed hereto.

This Agreement shall be in effect from and after the 7th day of November, 2011.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

RACINE COUNTY

By: _____

By: _____

RACINE COUNTY HISTORICAL SOCIETY
AND MUSEUM, INC.

By: _____

By: _____