

## **AGREEMENT**

THIS Agreement is entered into by and between Winnebago County (hereinafter called "County"), and DoubleTree (hereinafter called "DoubleTree").

DoubleTree agrees to rent up to eighteen (18) rooms per floor to the County for purposes of dealing with quarantine of residents. The Grant Agreement Modification between the State of Wisconsin Department of Health Services and the Winnebago County Health Department provides that funding is available for quarantine related expenses only while there is a declared public health emergency and a state of emergency shall not exceed 60 days unless the state of emergency is extended by joint resolution of the legislature.

### **RATE**

The rate shall be \$75.00 per room per day for up to five rooms, totaling \$2625.00 per week. The rate shall be \$65.00 per room per day for up to ten rooms, totaling \$4550.00 per week. The rate shall be \$55.00 per room per day for the entire floor, totaling \$6930.00 per week. The parties agree the County will not be required to pay for any rooms until actually used.

### **PREMISES**

DoubleTree shall ensure that each room has a fully operational mini refrigerator and microwave. DoubleTree shall provide weekly linen exchange for each room outside of guest room door. DoubleTree shall make trash cans available in convenient safe locations. DoubleTree will assist with expedited check-in services for each room

### **TERM**

The term of this Agreement shall begin upon the date of execution of this Agreement by both DoubleTree and the County and shall terminate on the date the County formally notifies DoubleTree in writing that the premises are no longer needed for the purposes of dealing with quarantine of residents. The parties agree the County will not be required to pay for any rooms until actually used.

### **INVOICES**

Invoices, outlining the services provided, will be forwarded to the County on a weekly basis. Invoices should be addressed to the Winnebago County Accounts Payable

Department, P.O. Box 2808, Oshkosh, WI 54903 and or winnebagoountyfinance@co.winnebago.wi.us. The form of payment to be used will be a credit card.

**NOTICE**

Notice shall be given in writing, by depositing the notice in a United States mailbox, first class postage attached, addressed to the party's address set forth below. Such notice shall be deemed to be given as of the date of the postmark. It shall be the duty of a party changing its address to notify the other party in writing as soon as learned. The notice to DoubleTree and any notice to the County shall be forwarded to the following addresses:

DoubleTree by Hilton Neenah  
123 East Wisconsin Avenue  
Neenah WI 54956  
Attn: Brittany Johnson, General Manager

Winnebago County  
112 Otter Avenue  
Oshkosh, WI 54901  
Attn: Doug Gieryn, Director of Public Health, Winnebago County Health Department  
Davis Zerbe, Isolation Center Coordinator, Winnebago County Health  
Department

**FAILURE TO APPROPRIATE FUNDS**

The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

**WISCONSIN LAW CONTROLLING**

It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

**ARBITRATION**

Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then existing. The costs of arbitration, except for the filing fee which shall be paid by the party initiating the proceeding, shall be borne equally by the parties. Each party shall pay its own legal fees and expenses. The arbitration shall take place in Oshkosh, WI, be limited to one day in length, with the arbitrator providing each side equal time to present its case. The arbitrator shall issue a written decision, which shall include written findings of fact and conclusions of law. The arbitration shall be governed by the laws of the state of Wisconsin.

### **HOLD HARMLESS**

Both parties agree to at all times during the term of this Agreement to indemnify, hold harmless and defend each other's boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the both parties, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay by reason do to actions or inactions under this Agreement, however the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting form the acts or omissions of either party.

### **DISCRIMINATION**

During the term of this Agreement, DoubleTree agrees not to discriminate against any person on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status or physical appearance. DoubleTree agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

### **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**

DoubleTree understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of DoubleTree that are produced or collected by DoubleTree under this Agreement ("Records"). Notwithstanding any other term of this Agreement, DoubleTree is (1) obligated to retain such Records for seven (7) years from the date of the Records creation; and (2) produce such Records to the County if, in the County's determination, the County is required to produce the records to a third party in response to a public records request. DoubleTree's failure to retain and produce such Records as required by this paragraph shall constitute a material breach of this

Agreement and DoubleTree must defend and hold the county harmless from liability due to such breach.

**ENTIRE AGREEMENT**

The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreement and negotiations between the parties relating to the subject matter hereof.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2020

DoubleTree

Winnebago County

\_\_\_\_\_  
Name: Brittany Johnson  
Title: General Manager  
DoubleTree Neenah

\_\_\_\_\_  
Name: Mark Harris  
Title: Winnebago County Executive

\_\_\_\_\_  
Registered Agent  
Ashley Booth

\_\_\_\_\_  
Name: Susan T. Ertmer  
Winnebago County Clerk