

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
CITY OF GREENFIELD**

This Memorandum of Understanding (the "Agreement") is made and entered into effective this 1st day of January, 201~~8~~ (the "Effective Date"), by and between MILWAUKEE COUNTY, through Milwaukee County Parks ("County"), and the CITY OF GREENFIELD ("City"). Referenced together, the County and the City are the "Parties" to this Agreement.

PRELIMINARY STATEMENT

Milwaukee County is the owner of Kulwicks Park, located with a primary address of 10777 West Cold Spring Road, Greenfield, Wisconsin 53228 ("Park"). The City of Greenfield, a municipality in Milwaukee County, with a population of 36,720, is a suburb of Milwaukee. The City of Greenfield has a strong interest in managing and improving Kulwicks Park. Kulwicks Park is subject to a Use Agreement with the Greenfield Little League, the Greenfield Lions Club, and the Alan Kulwicks Park Memorial Committee with a term through December 31, 2019. The City of Greenfield wishes to assist in operations, upkeep and maintenance of the Park and assume responsibilities of the County as more particularly described below for use by Milwaukee County residents, and by visitors to Milwaukee County as herein provided. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on September 28, 2017, Resolution File No. 17-444.

PROVISIONS:

1. PREMISES:

City shall lease the Park and its improvements, including but not limited to the ballfields, parking lot, sidewalks, lighting, playgrounds, pavilion, and any vegetation and nature features including Wild Cat Creek, located at 10777 W. Cold Spring Rd., Greenfield, Wisconsin and agreed upon adjacent areas ("Premises"). The Premises are more fully described in Exhibit A.

2. ASSIGNMENT OF AGREEMENTS:

On the Effective Date, and until December 31, 2018, the County shall assign to the City: (a) the Use Agreement among the County, the Greater Greenfield Lions Club ("GGLC") and the Alan Kulwicks Park Memorial Committee ("AKPMC") dated February 16, 2005, pertaining to a certain portion of the Premises; and (b) the Use Agreement among the County, GGLC, AKPMC and the Greenfield Little League dated January 6, 1999 pertaining to a certain portion of the Premises.

3. TERM:

This Agreement shall commence on the Effective Date and terminate on December 31, 2018.

4. **SCOPE OF SERVICES:** City shall perform and furnish such management services as are appropriate or necessary to operate, to maintain, and upkeep and to manage the Park and Related Amenities as more particularly set forth.

5. **CONDITION OF THE PREMISES:**

The County makes no representation or warranty that, as of the Effective Date of this Agreement, all parts of the Premises: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and (b) are in workable and sanitary order and state of repair at the time of delivery to the City. The City acknowledges that it has been made aware by the County that the Premises are hereby offered on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by the City, either now or in the future. The City further acknowledges that it has freely inspected the Premises and is aware of their general overall condition.

6. **UTILITIES; LICENSES; FEES:**

The City shall pay to the County the actual utility costs per month for the Property. The County shall invoice the City for such Utilities costs on a monthly basis. Invoices shall be paid within thirty (30) days of issuance. "Utilities" shall include sewer, water, gas, telephone and electric. Any costs related to the installation, service, and maintenance of Utilities, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the City, shall be the sole responsibility of the City.

7. **PERMITTED USE OF THE PREMISES:**

Consistent with County ordinances and other applicable laws, the City shall have the non-exclusive use of the Premises for park and recreational purposes and for no other purposes.

- a. **Public Rentals.** The City is permitted to implement a rental program allowing the public and community groups to rent certain areas in the Premises according to the City's policies and pricing. The County shall have the right to use the Premises at any time that may not conflict with scheduled events and may reserve usage through the City. All resident rates shall include Milwaukee County resident.
- b. **Parking.** Vehicles will park only in designated parking areas within the Premises. The City is responsible for enforcing this policy with its staff and visitors.
- c. **Compliance with Laws.** The City shall, at the City's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over the City's use of the Premises.
- d. **Naming Rights.** City shall not allow or issue naming rights to any portion of the Premises without the prior written consent of Milwaukee County.

8. SIGNS:

- a. The City shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the interior and exterior of the Premises and the Pavilion with the written approval of County, which approval shall not be unreasonably withheld, conditioned or delayed, provided that: a) any and all signs shall comply with applicable ordinances; and b) such signs if and when taken down shall not damage the Park or, if any damage, occurs, City shall promptly repair the same; and c) it is expressly understood by City that any such signage shall be subject to the applicable terms and conditions set forth by the County which terms and conditions shall be reasonable. It is hereby intended that County and City shall cooperate in order to arrive at a mutually agreeable signage program which shall facilitate the exposure of the Park to the general public while at the same time being aesthetically compatible with the Park. Notwithstanding the foregoing, City shall have the right, without the approval of the County, to install or place signage recognizing its donors within the Park.
- b. City agrees to provide the County with prominent acknowledgment signage using the County Parks Logo as integral part of all promotions. The acknowledgment signage must be prominently displayed at the entrance to the Park and in all of City's print, digital, and TV promotions and advertising related to the activities covered by this Agreement.

9. CLEANLINESS, GARBAGE: City is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. City is also responsible for the collection and disposal of all trash, litter and garbage associated with its activities. City may contract with a commercial waste service and, upon coordination with County, place a garbage container in a designated area of the parking lot.

10. PUBLIC ACCESS AND USE OF THE PREMISES: The Parties recognize that the Park is a public park and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public on a daily basis.

11. ANNUAL REPORTS: Within thirty (30) days after the conclusion of the expiration of the Agreement term, the City shall submit a written report to the County regarding the cost to maintain and operate the park and revenues received from operation, a descriptive list of the activities provided at the Park within the preceding year; the approximate number of participants served by each of the activities; and if applicable, the focus and types of any new activities planned for the upcoming calendar year.

12. IMPROVEMENTS:

- a. General. The City is committed to making improvements and renovations to the Premises during the Term. Such renovations and improvements shall be mutually agreed upon between the Parties prior to commencement of any renovations or improvements.

- b. Periodic Planning Meetings. The Parties shall meet at least twice during the Term of this Agreement to: (a) review the City's use of the Premises, (b) discuss contemplated improvements of the Premises, (c) discuss contemplated signage for the Premises, and (d) discuss other topics of interest related to the Premises.
- c. Prior Approval. Any renovations or improvements to the Premises shall require prior written approval of the County Parks Director, design and construction approvals from the Milwaukee County Division of Architecture and Engineering Services, and evidence the City has obtained the necessary funds in an amount not less than one hundred percent (100%) of the estimated cost of the proposed renovations or improvements before commencing any construction activities on the Premises. The County's approval of the City's renovations or improvements shall not be unreasonably withheld. The County shall not levy any fee or charge against the City for the use of any County employee or agent in its review, approval and oversight of the City's renovations and improvements.
- d. Lien Waivers. The City shall not permit any mechanic's or materialman's liens to be levied upon the Premises at any time for any labor or materials furnished to the City or to its agents or contractors. Within thirty (30) days of the completion of any renovation, remodeling, or improvements by City's contractor, subcontractors, or suppliers, the City shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with the County. If any such lien is filed, the City shall immediately cause the same to be discharged or released, or shall upon request provide adequate and acceptable security or bond to protect County's interest.
- e. Licensed Tradespersons. The City agrees that when hiring tradespersons to perform renovations and improvements, it shall hire fully licensed tradespersons who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties.
- f. Renovation Documents. The City agrees that within thirty (30) days after the conclusion of each renovation, remodeling, or improvement project, the City shall provide to the County a complete set of construction documents to include as a minimum, where applicable: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals and/or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Greenfield final occupancy permits, if applicable.
- g. Ownership of Improvements.
 - i. Upon termination of the Agreement for any reason, the County reserves the right to retain ownership of all renovations, improvements, or alterations on or to the Park, at no cost to the County. If the County exercises such right, the City shall remove, at its costs, all of its equipment and trade fixtures and

personal property from the Premises and the Park within thirty (30) days of the expiration or termination date, and shall repair any damage caused by such removal. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the City. If for any reason City does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the County, then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the City any and all reasonable costs, as determined by the County, related to this Section. The City agrees to surrender the Premises in broom-clean condition, where appropriate, subject to ordinary wear and tear.

- ii. In addition to the reservation of the above-referenced right to retain ownership, the County also reserves the right to require the City to raze the renovations, improvements, or alterations on or to the Park, at no cost to the County. The City shall thereafter restore the area to a safe and sightly condition and stabilize any unvegetated land with an established stand of planting approved by the County. In the event the City fails to remove the improvements from the Park or restore the area to a condition satisfactory to the County within ninety (90) days, the County may cause its removal and charge the City the expense thereof.

13. OPERATION AND MAINTENANCE:

Throughout the Term of this Agreement, the City, at its sole cost and expense, shall take good care of the Premises, including, without limitation, all noncapital improvements now existing or hereafter erected thereon (including, without limitation, the City's improvements and all infrastructure, building systems, sidewalks and paved areas, exterior lighting, street fixtures, utility lines and facilities, forestry operations, drainage lines and facilities, and all other equipment and appurtenances used in the functioning of the Premises or any portion thereof), and shall keep the same in good order, condition and repair.

a. Operation.

- 1) General. City shall operate, maintain and manage the Park and Related Amenities subject to the terms and conditions set forth in this Agreement. Such operation and management shall be conducted in accordance with the terms of this Agreement, including, without limitation, in a manner that will maximize opportunities for public accessibility.
- 2) Operational Services. Subject to the terms of this Agreement City shall have the right and responsibility to: (i) determine, establish, and implement the policies, standards, prices and schedules for the operation of the Baseball Fields and Related Amenities; (ii) supervise and direct sales and promotion; (iii) hire, train, and supervise all employees of City employed at the Park; and (iv)

establish accounting and payroll procedures and functions for such employees; (v) maintain, inspect and repair playgrounds consistent with industry standards. The Parties acknowledge and understand that pursuant to Section 47.27 of the Milwaukee County Code of General Ordinances, the County has the authority to adjust the hours of operation of County parks, including the Park, in the County's reasonable discretion, and nothing in this Agreement is intended to limit or abrogate such authority.

- 3) **Contracts and Agreements.** All equipment leases, financing agreements, contracts and agreements relating to the obligations of City with respect to the Park and the improvements thereon (including contracts for utility services, maintenance and repair services, landscaping services, and agreements for any other service or function) entered into during the Term of this Agreement shall be entered into by the City as the contracting party. The City shall not have any authority to enter into any agreement or contract that extends beyond the Term of this Agreement that is not terminable on thirty (30) days written notice or less if the City defaults under the terms of this Agreement, or that is secured by all or any part of the Park. All contracts entered into by City regarding the Park shall automatically expire on the expiration date of this Agreement.
- 4) **Security.** County shall not be responsible for providing any security in connection with the Park, except as set forth below. City shall restore and repair, at its sole cost and expense, all of its facilities damaged and defaced as the result of vandalism, graffiti, or other wanton destruction by third parties. County shall provide, or cause to be provided, routine periodic checks of the exterior areas of the Park at least consistent with the level provided by County for other similarly "attractive" areas owned by County.

b. Maintenance.

- 1) City covenants and agrees that it will keep the Park and Premises, including those portions of the Park depicted as such area is depicted on Exhibit A, in a reasonably safe and serviceable condition, and shall otherwise perform all necessary repairs, replacements and maintenance to the Park, which shall include such things as: (i) mowing grass; (ii) seasonal snow clearance of sidewalks and parking lots; (iii) seasonal daily maintenance and minor repair of all park amenities, as needed; (iv) collection and disposal of trash, litter, and debris; (v) turf and fencing repairs and replacements; (vi) repairs or replacements which are necessitated by the willful misconduct or negligence of City, its agents, employees, guests or representatives; (vii) repairs or replacements which are necessitated by reason of a defect in the condition of the Premises which existed prior to the effective date of the Agreement; (viii) repairs or replacements which are necessitated by reason of a breach of any warranty or representation of City contained in the Agreement or by reason of City's failure to perform or observe any term, covenant or condition to be performed or observed by City pursuant to the Agreement; and (ix) the offsite

removal of any waste from any work generated by services provided under this Agreement. City agrees to perform all repairs, maintenance and replacements of the type enumerated in subparagraphs (i) through (ix) of this paragraph as expeditiously as is reasonable. In the event the City cannot repair or maintain an item enumerated in subparagraphs (i) through (ix) above, which directly impacts the condition of the Park and its use, County may, after notice to City to perform same and reasonable time for City to do so, but in no event less than thirty (30) days (unless the failure to repair endangers public safety) and upon five (5) business days' notice of County's intent to do so, make said repair or maintenance and City shall reimburse County for the reasonable costs of said repair or maintenance. In the event of an emergency repair which prevents such notification, County shall notify City of said repair as soon as is possible.

- 2) City agrees to comply with such reasonable rules and regulations as County may establish from time to time for the upkeep and maintenance of the Park. City shall store its maintenance equipment, as applicable, in the storage shed.

14. REMOVAL OF EQUIPMENT AND SUPPLIES:

Upon expiration or termination of this Agreement, City shall remove, at its costs, all of its equipment, supplies, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to a parklike condition (subject to any improvements performed by City), satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by City. If for any reason City does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from City any and all reasonable costs, as determined by the County, related to this Section. City agrees to surrender the Premises in good condition, subject to ordinary wear and tear and casualty.

15. STORMWATER MANAGEMENT:

Allowing pollutants to directly or indirectly enter the storm sewer system, the Wild Cat Creek, and the Root River is prohibited. The City shall take all measures necessary to prevent pollutants from entering watercourses and shall be responsible for the maintenance of any watercourses within the Premises.

16. TARGETED BUSINESS ENTERPRISE UTILIZATION:

The City shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise (TBE) participation goals, consistent with Milwaukee County TBE goals of 25% for the planning, development and construction of improvements and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners may assist the City in soliciting potential TBE vendors for the improvements and monitor such goal attainment. The City's contact regarding TBE participation is: Rick Norris, Director, CBDP, Rick.Norris@Milwaukeecountywi.gov, (414) 278-4608.

17. TERMINATION OF AGREEMENT:

The Agreement may be terminated by either Party, for cause, upon ninety (90) days' written notice to the other. However, prior to termination for cause, either Party shall be afforded ninety (90) days in which to cure the alleged breach after having been notified of such.

18. DEFAULTS & REMEDIES:

- a. City's Defaults. City agrees that any one or more of the following events shall be considered events of default as said term is used herein:
 - 1) City shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for sixty (60) days after notice thereof to City; or
 - 2) City's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event City's failure to proceed diligently to cure such failure shall constitute an event of default.
- b. County's Remedies. If a Default occurs, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:
 - 1) County may terminate this Agreement by giving to City notice of County's election to do so, in which event the Term of this Agreement shall end, and all right, title and interest of City hereunder shall expire, on the date stated in such notice;
 - 2) County may enforce the provisions of this Agreement and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from City under any of the provisions of this Agreement.
- c. County's Defaults. County agrees that the following shall be considered an event of default as said term is used herein:

1) County's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event County's failure to proceed diligently to cure such failure shall constitute an event of default.

d. City's Remedies. Upon the occurrence of any event of default by County, City shall have any remedy available at law or equity.

19. INDEMNIFICATION:

a. General. The City agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the City or its agents which may arise out of or are connected with the activities covered by this Agreement. The City shall not be responsible for any wrongful, intentional, or negligent act or omission of the County, or its agents, which may arise out of, or is connected with, the activities covered by this Agreement.

b. Environmental. The City shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by the City or its agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of any the City improvements, located in the Premises, that are discovered or disturbed as a result of the City's activities on, at, or near the Premises. The City shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. "Hazardous Materials" as the term is used herein shall mean any substance: (a) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (b) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

c. The City recognizes that the Kulwicki Park is within the Root River Watershed and borders the Root River to the east and is divided by Wild Cat Creek. According to the United States Department of Agriculture Natural Resources Conservation Service, Kulwicki Park contains some hydric soils and all the park has soils at or within 24 inches of the water table. These soils range from poorly drained to somewhat poorly drained with the frequency of ponding at frequently to occasional. The Park also contains areas within the 100 and 500 year flood plan. Considering these aspects, Milwaukee County is not responsible for mitigating the results of these naturally occurring site conditions.

20. INSURANCE:

During the term of this Agreement, City will keep in full force and effect a policy of comprehensive general public liability insurance covering its liability and protecting Milwaukee County, its employees, agents, or officers, from any and all claims for personal injuries or death or property damage which may arise out of or in connection with the use and occupancy of the property, or of any improvement or installations, in or upon the same, or the performance of any work or operations by City or its contractors or subcontractors, or anyone directly or indirectly employed by any of them and automobile insurance in an amount not less than \$1,000,000 for each occurrence, as more explicitly defined in Exhibit C. Also, City will maintain insurance coverage for worker's compensation (waiver of subrogation endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. As its interests may appear, Milwaukee County and its employees, agents, or officers will be named as an additional insureds for general liability. City will submit a certificate indicating the above coverages for review and approval by the County for the duration of this Agreement.

21. CASUALTY:

If the Premises or the Pavilion is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and County may proceed to repair or restore the Premises to the condition which County furnished to City upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by City unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Premises are repaired as provided herein, then City shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for City to at least a condition equal to that before its damage. Despite the foregoing, if any destruction or damage to the Premises or to the Pavilion (whether or not the Premises are affected) is so extensive that County, in its sole discretion, elects not to repair or restore the Premises or Pavilion or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then County may terminate this Lease effective as of the date of the damage by written notice to City, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

22. INSPECTION BY COUNTY:

The County shall have the right at any time to enter the Premises for any purpose that the County may deem necessary or desirable with proper identification. If the City has failed, after notice and an opportunity to cure that is reasonable under the circumstances, to perform its duties under Para. 13 hereof, the County may enter the Premises in order to perform the required repair or maintenance and the cost thereof shall be reimbursed by the City to County with 30 days of receipt of invoice thereof. Further, the City or whatever sub-lessee, if any, who operates the Kulwicki Park Brooks Pavilion, agrees to provide the

County Parks Director with the keys and access codes to the Pavilion for purposes of accessing the Alan Kulwicki Memorabilia Collection.

23. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AND AFFIRMATIVE ACTION:

- a. Generally: There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and City (or any person claiming under or through City) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
- b. Non-Discrimination: City certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. City will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit D is an Equal Opportunity Certificate that shall be executed and delivered by City simultaneously with the execution and delivery of the Agreement.
- c. Affirmative Action Program: City certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. City also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.
- d. Affirmative Action Plan: City certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
- e. Non-Segregated Facilities: City certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

- f. Reporting Requirement: When applicable, City certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- g. Compliance: City certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

24. COMPLIANCE WITH LAWS – ADA:

City shall, at City's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over City's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) City's activities on the Premises.

25. PERMITS, LICENSES, AND OTHER COSTS:

City shall procure, maintain, and pay all expenditures relating to compliance with statutes, laws, codes, rules and regulations for all appropriate federal, state, and local licenses and permits required for its activities including any special assessments levied against the premises. It is expressly agreed that County shall not pay any stormwater management fees associated with the Premises.

26. SUBLEASING:

The City may not amend or extend current leases or use agreements on the Premises or enter into new leases or use agreements on the Premises without prior approval of the County Parks Director and County Comptroller.

27. MISCELLANEOUS:

- a. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein. Any amendments or revisions of this Agreement shall be made in writing and executed by the Parties.
- b. The County and City agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other. This Agreement does not make or appoint, and nothing contained in this Agreement shall be construed to appoint, either Party as an agent of the other, or to create a partnership or joint venture between the Parties. Neither Party shall act or represent itself as an agent of the other, and shall not bind or obligate the other in any manner.
- c. All the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the Parties and the successors of the respective Parties. This Agreement, or any provision hereof or any right or

obligation arising hereunder, is not assignable by either Party in whole or in part, without the express written consent of the other Party. City may not sublease any part of the Premises without the prior written approval of the Parks Director or his designee.

- d. The failure of a Party to enforce a particular provision of this Agreement shall not constitute a waiver of any other right or obligation set forth in this Agreement by either Party.
- e. Nothing contained within this Agreement is intended to be a waiver by the County or the City of their right and opportunity to rely upon the limitations and immunities contained within Wisconsin law, including those contained in Wis. Stat. § 893.80.

28. RIGHT TO AUDIT:

City shall allow the County, the Milwaukee County Comptroller's Audit Services Division, or any other party the County may name, when and as they demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Premises. City shall maintain and make available to the County the above described information for no less than three years after conclusion of the obligations and responsibilities of the City described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the City under this Agreement.

29. OFFICIAL NOTICES:

All notices with respect to this Agreement (including submittals with regard to review of improvements) shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To the City:
 City of Greenfield
 Mayor Michael Neitzke
 Greenfield City Hall
 7325 W. Forest Home Ave.
 Greenfield, WI 53220

To the County:
 Milwaukee County Dept. of Parks
~~John Dargle, Jr., CPRP~~ Parks Director
 9480 Watertown Plank Road
 Wauwatosa, WI 53226

With a copy to:
 Milwaukee County Corporation Counsel
 901 N. 9th Street, Room 303
 Milwaukee, WI, 53233

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

30. AUTHORITY:

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on October 30, 2017, Resolution File No. 17-444.


Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

City of Greenfield

By:  Date: 12/6/2017
Mayor Michael J. Neitzke

Milwaukee County Dept. of Parks, Recreation & Culture


By:  Date: 12-21-2017
Guy D. Smith John Dargle, Jr., CPRP Parks Director (Interim)


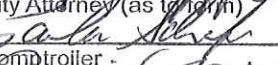


Read and understood:

Greater Greenfield Lions Club

By: Brian Maulley Date: 1/8/18
[name]

Greenfield Little League

By:  Paul, TREASURER Date: 12/20/2017
[name]

CONTRACT APPROVAL	
<u></u>	<u>12-20-17</u>
City Attorney (as to form)	Date
<u></u>	<u>12-14-17</u>
Comptroller -	Date
<u></u>	<u>11-30-17</u>
City Clerk	Date
<u></u>	<u>12/6/2017</u>
Mayor	Date
Common Council	<u>11-21-17</u>
	Date

[Signature Page 1 of 2]

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Rick Norrie Date: 1/11/2018
Community Business Development Partners

Reviewed:

DocuSigned by:
By: Paul Schwegel Date: 1/18/2018
County Risk Management

Approved for execution:

DocuSigned by:
By: Paul D. Englitsch Date: 1/12/2018
County Corporation Counsel

Approved:

DocuSigned by:
By: Chris Abele Date: 1/22/2018
County Executive Chris Abele

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:
By: Scott B. Manske Date: 1/22/2018
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

DocuSigned by:
By: Paul D. Englitsch Date: 1/24/2018
County Corporation Counsel

[Signature Page 2 of 2]

EXHIBIT A
The Premises

EXHIBIT B**Insurance Requirements**

The Tenant and any contractors performing work associated with this Lease shall provide evidence of the following coverages and minimum amounts, if applicable:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

Root River Parkway

The Premises

W COLD SPRING RD

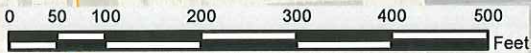
Alan Kulwicki Park

The Premises

Root River Parkway

S 108TH ST

11/28/2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R&R Insurance Services Inc 1581 E Racine Avenue PO Box 1610 Waukesha WI 53187-1610	CONTACT NAME: Holly Rabe PHONE (A/C No. Ext): (262) 574-7000 FAX (A/C. No): (262) 574-7080 E-MAIL ADDRESS: holly.Rabe@rrins.com														
INSURED City of Greenfield 7325 W Forest Home Ave Greenfield WI 53220-3356	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : LWMMI</td> <td></td> </tr> <tr> <td>INSURER B : United Heartland - LWMMI</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LWMMI		INSURER B : United Heartland - LWMMI		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : United Heartland - LWMMI															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 17/18 Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			40236	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 6,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
A	AUTOMOBILE LIABILITY			40236	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0900044766	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as an additional insured per form# LWMMI-010 (2). A waiver of subrogation applied to the Worker's Compensation coverage.
 Kulwicky Park is located at 10777 W Cold Spring Rd, Greenfield
 Dates would be 12/1/2017-12/31/18

CERTIFICATE HOLDER Milwaukee County Parks C/O Megan Haeger 9480 Watertown Plank Rd. Wauwatosa, WI 53226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Huibregtse/HS285
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