

LEASE AND USE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
CITY OF GREENFIELD

This Lease and Use Agreement (the "Agreement") is made and entered into effective this _____ day of _____, _____ (the "Effective Date"), by and between MILWAUKEE COUNTY, through its Dept. of Parks, Recreation and Culture ("County"), and the CITY OF GREENFIELD ("City"). Referenced together, the County and the City are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County is the owner of Kulwicki Park ("Park"), located at 10777 West Coldspring Road, Greenfield, Wisconsin 53228; and

WHEREAS, Kulwicki Park is subject to a Use Agreement with the Greenfield Little League, the Greenfield Lions Club and the Alan Kulwicki Park Memorial Committee on a year to year basis; and

WHEREAS, the Kulwicki Park Pavilion ("Pavilion") is subject to a Use Agreement with the Greenfield Lions Club and the Alan Kulwicki Park Memorial Committee with a term through February 16, 2020; and

WHEREAS, the City wishes to operate and improve the Park and assume the responsibilities of the County under the existing and future leases with the Greenfield Little League and the Greenfield Lions Club.

NOW, THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. PREMISES:

City shall lease a portion of Kulwicki Park and its improvements, including but not limited to the ballfields, parking lot, sidewalks, lighting, playground, 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, the County shall assign to the City: (a) the Use Agreement among the County, the Greater Greenfield Lions Club (“GGLC”) and the Alan Kulwicki 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 the fifteenth (15th) anniversary thereof (the “Initial Term”). Thereafter, this Agreement shall automatically renew for three (3) additional consecutive five (5)-year terms (each such period, a “Renewal Term”) unless either party provide notice to the other of its intent not to renew at least 90 days before the termination date of the current Term. The Initial Term and any then-existing Renewal Term shall be referred to as the “Term” herein.

4. **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.

5. **UTILITIES:**

City shall pay for any and all of the Utilities consumed at and serving the Premises. Utilities shall be billed by County to City on a monthly basis. Payment shall be due within thirty (30) days of receipt of invoice. “Utilities” shall include electricity, gas, telephone, internet, water and sewer. 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. By mutual agreement, the County and City may choose to transfer the utility bills into the City’s name.

6. **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.

6.1 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 other scheduled events.

- 6.2** Parking. Vehicles will park only as specified on the Premises. The City is responsible for enforcing this policy with its staff and visitors.
- 6.3** 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.
- 6.4** Naming Rights. City shall not allow or issue naming rights to any portion of the Premises without the prior written consent of Milwaukee County.
- 6.5** Signage. The Parties recognize that the Agreement formalizes a partnership between public entities hoping to revitalize the Park. Accordingly, the Parties shall cooperatively agree upon a signage program that recognizes the City's role in improving, managing and restoring the Park while maintaining the Park's identity as a part of the Milwaukee County Parks System. City shall acknowledge the Parks Department and include the Parks logo, to be approved by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement. Prior to the implementation of the signage program, the City shall have the right and privilege to exhibit signage on the Premises with the prior written approval of the County Parks Director, which approval shall not be unreasonably withheld, conditioned or delayed.
- 6.6** 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.
- 6.7** Public Access and Use of the Premises. The Parties recognize that Kulwicki 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 except as may be necessary for special events held on the Premises as may be approved in advance by the County.
- 6.8** Annual Reports. Within thirty (30) days after the conclusion of each annual commencement anniversary date, the City shall submit a written report to the County listing a description 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.

7. IMPROVEMENTS:

- 7.1** 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 and will become the property of the County upon termination of the Agreement. The County will not incur any costs, pay any expenses, or issue any debt associated with the Premises, including improvements and renovations to the Premises, or equipment used on the Premises during the Term.

- 7.2** Periodic Planning Meetings. The Parties shall meet at least annually 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.
- 7.3** 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, a Right of Entry permit from the County Parks Department, and evidence that the City has obtained one hundred percent (100%) of the estimated cost of the proposed renovations or improvements before commencing any construction activities on the Premises. The County shall have a period of sixty (60) days (the “Review Period”) to review any renovation or improvement plans submitted by the City, and the County shall be deemed to have approved the plans unless, on or before the last day of the Review Period, the County has delivered to the City a written description of the specific items in the plans that are not acceptable. 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.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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.

7.7 Ownership of Improvements. Upon termination of the Agreement for any reason, all renovations, improvements, or alterations, including generic signage affixed to the Premises, shall become the property of the County, at no cost to the County.

8. PERMITS, LICENSES, AND OTHER COSTS:

City shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities. It is expressly agreed that County shall not pay any stormwater management fees associated with the Premises.

9. 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.

10. 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 reasonably necessary to prevent pollutants from entering watercourses and shall be responsible for the maintenance of any watercourses within the Premises.

11. MAINTENANCE AND REPAIRS:

Throughout the Term, the City, at its sole cost and expense, shall take good care of the Premises, including, without limitation, all 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, drainage lines and facilities, landscaping, forestry, 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.

12. 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: Director, CBDP, at 414-257-5248.

13. 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. In addition, City may terminate this agreement for any reason upon six (6) month's notice to the County.

14. 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:

- i. 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
- ii. 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:

- i. 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;
- ii. 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:

i. 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 including, but not limited to, terminating this Agreement by giving notice of the same pursuant to the terms of this Agreement.

15. INDEMNIFICATION:

15.1 General. Each party agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party 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 indemnifying party or its agents which may arise out of or are connected with the activities covered by this Agreement. Each party shall not be responsible for any wrongful, intentional, or negligent act or omission of the other party, or its agents, which may arise out of, or is connected with, the activities covered by this Agreement.

15.2 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.

15.3 Nothing contained within this Agreement is intended to be a waiver or estoppel of either party or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the indemnifying party or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

16. INSURANCE:

City agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from City's activities, by whomever performed, in such coverage amounts as required and approved by Milwaukee County's Risk Manager. Acceptable proof of such coverage shall be furnished to Milwaukee County prior to the commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by Milwaukee County's Risk Manager, in the minimum amounts specified in Exhibit B.

City shall cause its consultants, contractors and subcontractors to have and maintain in connection with any work being performed at or for the Park insurance policies with at least the following coverage and minimum limits: General Liability \$1,000,000 per Occurrence/\$2,000,000 Aggregate, WI Workers' Compensation Statutory Limit, Employer's Liability \$100,000/\$500,000/\$100,000, Automobile Liability \$1,000,000 per Accident, Professional Liability (If applicable, required for Construction Managers, Architects, Engineers and Designers) \$2,000,000 per Occurrence, and Contractor's Pollution Liability (If applicable, required for general contractor employed for civil, site construction, renovation, remodeling, and improvement projects) \$1,000,000 per Occurrence.

City shall cause its consultants, contractors and subcontractors to name Milwaukee County as an additional insured on the General, Automobile and Contractor's Pollution Liability policies and provide a waiver of subrogation in favor of Milwaukee County on the Workers' Compensation and Contractor's Pollution Liability policies as respects to the services provided in this agreement. All Carriers must be approved to do business in the State of Wisconsin and be A- rated or better per AM Best's Rating Guide. Certificates of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

17. 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.

18. 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. 8 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.

19. 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.

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. 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.

e. 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.

20. 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.

21. MISCELLANEOUS:

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

22. 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.

23. 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
Guy Smith, Parks Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

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

24. AUTHORITY:

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, Resolution File No. _____.

[SIGNATURE PAGES FOLLOW]

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

City of Greenfield

By: _____ Date: _____
Mayor Michael J. Neitzke

Attest:

By: _____ Date: _____
Jennifer Goergen, City Clerk

Milwaukee County Dept. of Parks, Recreation & Culture

By: _____ Date: _____
Guy Smith, Parks Director

Read and understood:

Greater Greenfield Lions Club

By: _____ Date: _____
[name]

Alan Kulwicky Park Memorial Committee

By: _____ Date: _____
[name]

Greenfield Little League

By: _____ Date: _____
[name]

Approved:

Approved as to form:

By: _____ Date: _____
Paula Schafer, City Comptroller

By: _____ Date: _____
Brian C. Sajdak, City Attorney

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved:

Approved:

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____
County Corporation Counsel

By: _____ Date: _____
County Risk Management

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

By: _____ Date: _____
County Corporation Counsel



EXHIBIT B – INSURANCE

City shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation and Employers Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Including Bodily Injury & Property Damage, Contractual & Products/Completed Operations, Fire, and Legal	\$6,000,000 per Occurrence \$6,000,000 Aggregate
Liquor Liability	\$1,000,000 per Occurrence
Automobile Liability Bodily Injury & Property Damage All Autos	\$6,000,000 per Accident
Professional Liability If applicable, required for Construction Managers, Architects, Engineers and Designers	\$2,000,000 per Occurrence \$2,000,000 Aggregate
Contractor's Pollution Liability If applicable, required for civil, site construction, renovation, remodeling, and improvement projects	\$1,000,000 per Occurrence \$1,000,000 Aggregate
Property Insurance	Replacement Cost

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and Contractor's Pollution Liability policies as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation and Contractor's Pollution policies. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

City shall maintain in force Property Insurance and/or applicable insurance coverage(s) on any and all renovation, remodeling, and improvements to the property. Said insurance shall include coverage for the replacement value thereof against loss or damage by fire or other insurable hazards until termination of the agreement.

City will evidence volunteers are insured under their general liability policy on a certificate of insurance. If volunteers are not insured under their general liability policy, City will obtain volunteer accident policy with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.