

**LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
UNIVERSITY OF WISCONSIN MADISON EXTENSION**

(Draft version 3.19.2024)

This Lease Agreement (“Lease”) is made and entered into effective January 1, 2024 (the “Effective Date”), by and between the MILWAUKEE COUNTY PARKS (the “County, or “Parks”) and UNIVERSITY OF WISCONSIN MADISON EXTENSION (“UW Madison Extension” or “Tenant”) as represented by: Extension Milwaukee County Area Extension Director (AED) Jerold Braatz. Referenced together, the County and the Tenant are Parties to this Lease.

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Parks’ (Parks) mission to steward a thriving park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, community gardens encourage an urban community’s food security, allowing citizens to grow their own food, to farm to market, or grow food for programs and organizations; and

WHEREAS, Parks and UW Madison Extension desire to enter into a lease which recognizes the relationship between the two Parties and the permitted use of certain County-owned land since the January 1, 2018 partially-executed agreement between the Board of Regents of the University of Wisconsin System and the UW Extension for community garden and agricultural park land uses; and

WHEREAS, On July 1, 2018, UW Extension joined UW Madison and became UW Madison Extension; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the _____ to enter into this agreement with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, recognizing that the development of a Lease Agreement is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) PREMISES: County agrees to allow the Tenant the non-exclusive use of the Premises listed below to provide and manage a County-wide community garden program:
 - a) Forest Hill – 9.89 acres located at 1800 East Forest Hill Avenue, Oak Creek, Wisconsin, set forth in Exhibit A attached hereto and made a part of this Agreement; and
 - b) Kohl Park – 56.67 acres located at 7603 West County Line Road in Milwaukee, Wisconsin, set forth on Exhibit B attached hereto and made a part of this Agreement; and
 - c) Rainbow Park –0.45 acres located at 700 South 119th Street in West Allis, Wisconsin, set forth on Exhibit C attached hereto and made a part of this Agreement; and
 - d) Cupertino Park –0.14 acre located at 2000 East Iron Street, Milwaukee, Wisconsin, set

forth on Exhibit D hereto and made a part of this Agreement; and

- e) Firefly Ridge – 10.52 acres located at 10261 Underwood Parkway, Wauwatosa, Wisconsin, set forth on Exhibit E hereto and made a part of this Agreement.

Collectively, these County owned properties (approximately 78 acres) are hereinafter referred to as “the Premises.” Additional property may be designated by amendment signed by both Parties and approved by the Milwaukee County Board of Supervisors.

- 2) **TERM:** This Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter (the ‘Initial Term’), on December 31, 2028 ; provided, however, that the parties may renew the Agreement for three (3) additional five (5) -year periods if mutually agreeable to both parties (each such period, an ‘Extension Term’). The Initial Term and any Extension Terms than effectuated shall be referred to herein as the ‘Term.’
- 3) **FEES:** UW Madison Extension provides funds to employ Urban Ag staff and may utilize volunteers to manage and maintain Milwaukee County land designated for the Community Garden Rental Program (CGRP); utilizes UW-Extension and other resources for equipment maintenance and purchases; and offers several educational programs to Milwaukee County gardeners. UW Madison Extension is also required to return revenue to the County Extension budget annually, for which a portion of its CGRP registration fees are returned to the County, and are used to pay water costs and tractor depreciation/maintenance costs. Additionally, UW Madison Extension plans, develops and manages Milwaukee County’s community gardens program. In consideration of the above, UW Madison Extension will not be assessed an annual fee for this program lease.
- 4) **PERMITTED USE OF THE PREMISES:**
 - a) **PROGRAMMING :** UW Madison Extension is hereby authorized and permitted to use the Premises for only those activities directly related to its Community Garden Rental and Agricultural Lease Programs, including but not limited to : environmental, economic, and/or recreational education, community gardening, promoting agricultural methods that support biodiversity and resilient local food systems, garden events, classes, etc., to maximize use and provide diversity of activities and community participation. No other activities may be conducted on the Premises without the prior written approval of the Parks Director or his or her designee.
 - b) **PROTECTION OF NATURAL AREAS :** UW Madison Extension recognizes that the County’s mission includes the preservation of natural areas, and the improvement of County land for habitat restoration and to enhance the ecological health of Milwaukee County. Therefore, UW Madison Extension shall coordinate with Parks Natural Areas staff to identify and maintain buffer zones between the community garden plots in the respective Premises and adjacent County-owned natural areas so as to minimize non-native plants or pollinators impacting areas designated (at the sole discretion of the Parks Director or designee) as sensitive ecological habitat areas. To minimize impacts to garden program participants, buffer zones will be preferentially designated from areas of habitat containing dominant populations of woody invasives and hazard trees, but may also include portions of previously cultivated areas as designated by mutual agreement. UW Madison Extension agrees that any educational programs offered at the premises that concern conservation efforts, such as soil health, riparian buffers, nutrient management, and invertebrate conservation, shall be reviewed by Natural Areas staff to

ensure that UW Madison Extension's goals align with County's stewardship mission and goals.

- c) **FUNDING** : County recognizes that UW Madison Extension may solicit aid from organizations such as USDA-NRCS for support for operations and administrative support. UW Madison Extension shall consult with the Parks during these outside support agreements to ensure that no obligations are placed on County property that is contrary to Parks mission and values.
- 5) **CONDITION OF THE PREMISES**: County makes no representation or warranty that as of the Effective Date of this Agreement, all parts of the Premises, including structural elements of the Premises' foundation of the buildings, roofs, exterior walls, plumbing, electrical and other mechanical systems, including the land, meet and comply with all federal, state, and local laws, ordinances and regulations at the time of delivery to the Tenant. Tenant acknowledges that it has been made aware by County that the Premises are hereby provided on an 'as-is' basis and may or may not prove suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Premises and is aware of its general overall condition.
- 6) **PUBLIC BENEFIT-ANNUAL REPORTS**: No later than March 1 of each term year, Tenant shall submit a written report to the Parks Executive Director listing a description of the numbers and types of activities provided; the number, ethnicity, and ages of the 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) **SIGNAGE**: Tenant may display appropriate signage relating to the use of and/or public access to the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed. UW Madison Extension shall not allow or issue "naming rights" to any portion of the Premises or environs for any purposes without the express, written consent of the Parks Director.
- 8) **PARKS LOGO**: Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved and provided by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
- 9) **PUBLIC ACCESS AND USE OF THE PREMISES**: The Parties recognize that during the Term of this Agreement the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public during regular hours the Park remains open.
- 10) **CLEANLINESS, GARBAGE**: Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public and

wildlife. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot. Park land is not to be used to store or dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind. UW Madison Extension will provide a list of pesticides and fertilizers allowable or prohibited under its rules. Tenant shall also ensure that compost used on the Premises shall be free of non-organic waste debris. Tenant shall ensure that that any stored fertilizers and pesticides must be stored in a secure location where materials can not interact with the outside environment.

11) UTILITIES:

- a) Any costs related to construction and/or hookup of water or other utilities and the costs for the use of any utilities shall be paid by UW Madison Extension. Requires Parks approval and potential County Board approval of related easements.
- b) Certain overhead and underground utility lines owned by the Parks may traverse the Premises; the Parks shall have the right to access such utility lines for maintenance and service.
- c) MMSD, Public Utilities or other entities (the "Utilities"), which have facilities traversing the Premises, which were constructed under other Agreements with the Parks, shall have the right to access their facilities for maintenance and service pursuant to the terms and conditions of those individual Agreements. Parks shall require Utilities entering the Premises to obtain a Right of Entry permit insisting Utilities take necessary measures to protect and avoid damage to the Premises. In the event damage occurs, Parks will take such steps are as reasonably necessary to enforce the Right of Entry permit and assist UW-Extension in recovering any loss caused by said damage.
- d) Right of Entry – Parks and Diggers Hotline. Tenant is required to contact **Diggers Hotline (1-800-242-8511)** regarding potential utilities located within the project area within the leased property allowed by this ROE a minimum of five (5) business days before commencing work.
 - i) Permittee is required to contact **Mr. Blake Prusak, Parks Mechanical Services Manager, at phone number (414) 258-2322**, regarding potential County utilities located within the project area within the leased project.

- 12) OPERATION, MAINTENANCE, AND REPAIR: UW Madison Extension agrees that it will keep the Premises in good, clean, safe, secure and sanitary condition and to that end UW Madison Extension shall, at its expense, hire a contractor of Parks choosing to perform whatever maintenance and repairs as may be necessary to keep the Premises safe, and in good repair and appearance. UW Madison Extension maintenance responsibilities include mowing and snow removal in and around the Premises. UW-Extension shall keep all service roads located on the Premises in a clean and safe condition, and shall conform to all municipal ordinances and laws affecting the Premises and will pay any penalty, damages or other charges imposed for any violation of any ordinances and laws, whether occasioned by the neglect of UW Madison Extension or any agent in the employ of UW Madison Extension or any person contracting with UW Madison Extension. UW Madison Extension shall not permit any unattractive and unsanitary accumulation of trash, debris, or litter on the Premises. UW Madison Extension will work proactively with Milwaukee County Parks to

resolve the erosion issues in Kohl Park for the duration of the Agreement. UW Madison Extension will continue to be responsible for the well at Kohl Park and its maintenance, any required annual testing, and the seasonal and incidental maintenance needed to keep it in compliance with applicable State laws.

13) INVASIVE PLANT SPECIES MANAGEMENT:

- a) UW Madison Extension shall be solely responsible for the cost for prevention and eradication on the Premises of all plant species considered to be, at the sole discretion of Parks, aggressive, invasive and or noxious ("Invasive"). See Chapter NR40 Wisconsin Invasive Species Rule for a list of state prohibited or restricted species, and Milwaukee County Parks Invasive Species List (attached as Exhibit___). Milwaukee County Parks Natural Areas staff will provide guidance if needed.
- b) UW Madison Extension shall maintain unused plots or fallow plots free of invasive species.
- c) FORESTED AREAS : UW Madison Extension may develop plans in conjunction with Parks Natural Areas to manage stands of undesirable woody shrubs and trees within the Premises. Implementation of such management efforts shall be conducted by UW Madison Extension with oversight by Parks.
- d) If herbicides are proposed for use in the prevention and eradication of any Invasive, UW Madison Extension shall obtain prior written approval from Parks before such use. Tenant shall also provide County with a copy of the Dept. of Agriculture, Trade and Consumer Protection ("DATCP") pesticed applicator license for Tenant's staff applying or overseeing the application of herbicides at leased Premises.
- e) Tenant shall ensure that at least one Tenant representative attends the Natural Areas Program's annual invasive species education training, for the spring session on herbaceous invasives and the fall session for woody invasives.
- f) UW Madison Extension shall also be solely responsible for any and all control costs incurred by Parks for the prevention and eradication of any Invasive plant escaping from the Premises which has colonized on park property if demonstrated that UW Madison Extension occupancy of County property have led to the introductions of these species.
- g) EMERGENT CULTIVARS: UW Madison UW Extension shall receive written approval from Parks Natural Areas prior to installing experimental cultivars. A request for installing such plantings shall include a plan to prevent escape/establishment outside designated planting areas.

14) IMPROVEMENTS:

- a) Prerequisites: Tenant's plans to renovate, improve and alter the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Premises, improvements and renovations to the Premises or equipment used on the Premises during the Term.

- b) Tenant shall use a third party contractor through a Right-of-Entry process, or contract with County Parks for any improvements that require technical expertise or work to be performed by certified personnel with specialized equipment.
- c) County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Tenant shall submit detailed construction plans and specifications to the State Historical Preservation Office (if applicable), to County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, and to the Parks Department together with the name of Tenant's proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Tenant shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.
- d) Construction Standards: All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. Any structures, alterations, additions or improvements installed on the Premises by Tenant (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed [Five hundred Dollars (\$500)] in cost per year. Construction equipment brought into the premises must be clean of all materials.
- e) Builder's Risk: Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply Parks Director with written evidence of Builder's Risk insurance. Tenant shall not commence

construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Tenant within thirty (30) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.

- f) Construction Escrow: Tenant agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the Premises. Any such evidence of the Tenant's financial capacity shall also include a letter from the Tenant's banking institution stating that the Tenant has secured a line of credit that is immediately available to Tenant for such purposes in an amount sufficient to cover 100% the costs thereof.
- g) Licensed Tradespersons: Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
- h) Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals 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 Milwaukee final occupancy permits, if applicable.
- i) Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason or no reason, Tenant shall remove, at its costs, all of its supplies, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, 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 the Tenant. If for any reason Tenant 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 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 the Tenant any and all reasonable costs, as determined by the County, related to this Section. The Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

- 15) PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
- 16) COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TBE GOALS:
- 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 Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
 - b) Non-Discrimination: Tenant 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. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.
 - c) Affirmative Action Program: Tenant 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. Tenant 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: Tenant 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: Tenant 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, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
 - g) Compliance: Tenant 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.

h) Targeted Business Enterprise Goals: Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of [twenty-five percent (25%)] for construction and [ten percent (10%)] for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.

17) INDEMNIFICATION: To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

18) THREATENED AND ENDANGERED SPECIES. Tenant shall comply with all state and/or federal laws that pertain to the protection of Threatened and Endangered species

19) ENVIRONMENTAL INDEMNIFICATION: Tenant 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 any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

a) "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls

(PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

- 20) **INSURANCE:** The State of Wisconsin, including the University, is self-funded for liability (including general, professional and automobile) under s.895.46 (1) and 893.82 of the Wisconsin Statutes. This protection provided coverage for our officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents, in accordance with the statutes. In addition to the self-funded program, the State purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law. Since this is statutory protection, there is no policy on which to name anyone as an additional insured.
- 21) **SITE RESTORATION:** Both Tenant and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Tenant shall be responsible for any actual documented physical damage to the Premises caused by Tenant, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Tenant after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Tenant (including salary and benefits if done with the County's own staff).
- 22) **RIGHT TO AUDIT:** Tenant 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. Tenant 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 Tenant described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the Tenant under this Agreement.
- 23) **NOTICES:** All notices with respect to this Agreement 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, or E-Mail to the party addressed as follows:

To UW Madison Extension:
University of Wisconsin Madison
Division of Extension

To County:
Milwaukee County Dept. of Parks
Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

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

- 24) **MISCELLANEOUS:** This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations

hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

SIGNATURE PAGE FOLLOWS

DRAFT