

**LEASE AGREEMENT  
BETWEEN  
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE  
AND  
URBAN ECOLOGY CENTER, INC.**

This lease agreement (the "Lease") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between MILWAUKEE COUNTY, through its Dept. of Parks, Recreation and Culture ("County"), and the URBAN ECOLOGY CENTER, INC. ("UEC"). Referenced together, the County and UEC are the "Parties" to this Lease.

**WITNESSETH:**

**WHEREAS**, UEC is a 501(c)(3) not-for-profit privately funded organization, whose mission is to foster ecological understanding as inspiration for change, by providing outdoor science education; by protecting and using public natural areas, preserving these areas and making them safe, accessible and vibrant; by promoting community through offering resources that support learning, volunteerism, stewardship, recreation and camaraderie; and by practicing and modeling environmentally responsible behaviors; and

**WHEREAS**, for the last 6 years, pursuant to a lease agreement with the County, UEC has been making use of a portion of the pavilion within Washington Park, and has successfully developed and operated its educational, recreational, land stewardship, and community programs at the Park; and

**WHEREAS**, UEC wishes to enter into a multi-year lease arrangement with County for the use of the entire pavilion within Washington Park, to house its current and expanded future programming and administrative needs; and the Parties intend for this multi-year lease arrangement to:

- 1) enable UEC to expand its staffing and programming at Washington Park through using the entire pavilion building;
- 2) enable UEC during the term of the Lease to prepare a facilities plan that evaluates and determines capital improvements to the pavilion and Park consistent with further long-term expansion of UEC's Washington Park programming;
- 3) enable UEC to engage in fundraising to support ongoing investments by UEC in improvements to the pavilion and Park during the 5 to 7 year term of this Lease; and
- 4) enable UEC to raise the more substantial capital funds necessary to support major improvements to the pavilion and Park to be identified in the facilities plan and subject to County's approval, that would then be undertaken in connection with a

long-term lease for at least 25 years which the Parties contemplate negotiating, to follow the conclusion of this Lease;

**WHEREAS**, recognizing that the development at this time of a multi-year lease for the use of the entire pavilion in Washington Park is advantageous to both Parties, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

**PROVISIONS:**

**1. PAVILION:**

County hereby agrees to lease to UEC the entire building commonly known as the Washington Park Pavilion (the "Pavilion"), located at 1859 N. 40<sup>th</sup> Street in Milwaukee, Wisconsin.

**2. TERM:**

**2.1 Initial Term; Extended Term.** This Lease shall commence on the Effective Date and will terminate five (5) years thereafter (the "Initial Term"); provided, however, that UEC shall have two (2) options to extend the Initial Term for one (1) additional consecutive year (the "Extended Term") if mutually agreeable to the Parties. Such option shall be exercised by written notice to the County given at least six (6) months prior to the then current Term expiration date. The Initial Term and any Extended Term shall be collectively referred to herein as the "Term."

**2.2 Good Faith Negotiation.** On or before the end of the Initial Term, the Parties shall meet and attempt in good faith to negotiate the terms of long-term lease arrangement of at least twenty-five (25) years, commencing at the conclusion of the Term of this Lease. It is understood that such a lease would be conditioned upon, among other things, the development of a long-term facilities plan for the Pavilion acceptable to the Parties and UEC's ability to fund the implementation of such facilities plan.

**3. RENT:**

UEC shall pay to County as rent for the use and occupancy of the Pavilion a monthly base rent of \$One Thousand Dollars (\$1,000), payable within thirty (30) days of receipt of invoice.

**4. CONDITION OF THE PAVILION:**

County makes no representation or warranty that as of the Effective Date that all parts of the Pavilion, including structural elements of the foundation of the Pavilion, roof, exterior walls, plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and are (b) in workable and sanitary order and state of repair at the time of delivery to UEC. UEC acknowledges that it has been made aware by County that the Pavilion is hereby leased on an "as-is" basis

and may or may not prove to be suitable for all purposes contemplated by UEC, either now or in the future. UEC further acknowledges that it has freely inspected the Pavilion and is aware of its general overall condition.

**5. PERMITTED USE OF THE PAVILION AND PARK:**

UEC shall have exclusive use of the Pavilion for only those activities directly related to its programming and administrative needs as defined herein. No other activities may be conducted on the Pavilion without the prior written approval of the Parks Director. No political activities may be conducted upon the Pavilion at any time.

**5.1 Programming and Administrative Needs.**

(a) UEC shall use the Pavilion to expand its educational and community programmatic opportunities in Washington Park and the surrounding neighborhoods.

(b) UEC shall continue to offer to the public its current programming opportunities, including its “Young Scientists Club” and “Native Wisconsin Animal Room” and expand upon its grade and high school contracts with neighboring schools through UEC’s Neighborhood Environmental Education Project program.

(c) UEC is permitted to continue to lend to its members outdoor equipment, e.g. boats, fishing poles, shovels, snowshoes and ice skates, for use at Washington Park and other park properties, provided the equipment is used in only those areas specifically designated for such use.

(d) UEC may use the Pavilion as office space and to accommodate workspace for volunteers that support UEC’s programming and administrative processes.

(e) UEC may also use the Pavilion for all other activities relating to participants parents, schools, and community involvement consistent with the purposes described above.

(f) UEC is permitted to implement a facility rental program, subject to Section 15.2 contained herein, at the Pavilion to defray UEC’s cost in operating the Pavilion, allowing the public and community groups to rent building spaces according to UEC’s policies and pricing; provided UEC’s rental program preserves public access to the Pavilion and is pre-approved in writing by the Parks Director.

**5.2 Parking; Storage.**

(a) Other than as specifically authorized in this Lease, all vehicles must use either the designated parking area north of the Pavilion or the general parking lot.

Parking next to the Pavilion or on the grass is prohibited. UEC is responsible for enforcing this policy with its staff, program participants, and visitors.

(b) UEC is permitted to park vehicles overnight and store equipment in the County's Washington Park service yard. The number of vehicles and amount of equipment, including its placement, shall be coordinated with County. UEC shall also be allowed to place a lockable storage unit or shed for storage of equipment in the County's fenced service yard, subject to the County's approval of its size and location. County assumes no liability for damages to, or theft of the vehicles or equipment while parked or stored in the service yard.

- 5.3** Compliance with Laws. UEC shall, at UEC's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over UEC's use of the Pavilion pertaining to: (a) the physical condition of any improvements constructed by UEC in or on the Pavilion; and (b) UEC's programming and programming activities in the Pavilion.
- 5.4** Telephone, Internet Service, Alarm Service. UEC may, at UEC's expense, install and maintain telephone, internet, and alarm services. UEC agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the prior written approval of County.
- 5.5** Utilities. County shall pay all utilities for the Pavilion.
- 5.6** Cleanliness of Pavilion; Restrooms. UEC shall provide for the routine daily cleaning of the Pavilion, including the public restrooms, providing all necessary sundry items such as garbage bags, paper towels, toilet paper, soap and light bulbs. UEC shall maintain the outside exit lighting, post hours of operation and permit public access to the restrooms during all hours of public operation.
- 5.7** Cleanliness of Surrounding Areas. UEC agrees not to accumulate materials, supplies or equipment which may create a hazard to the public. County agrees to maintain the surrounding park area in a state of cleanliness and repair.
- 5.8** Collection and Removal of Trash. UEC shall be responsible for the collection and placement of UEC's trash, litter, and garbage into containers provided by County. UEC agrees to comply with current recycling efforts and procedures. County shall provide for the hauling and disposal of all trash, which is properly placed in County's containers.
- 5.9** Naming Rights. UEC shall not allow or issue naming rights to any portion of the Pavilion or Park without County's written consent. If approval is granted, no agreements entered into by UEC with any third party relating to the naming rights specified herein shall extend beyond the Term of this Lease.

**5.10** Signage.

(a) All proposed banners and signage on the Pavilion or its environs must be approved in writing by the Parks Director.

(b) As is reasonable and appropriate, UEC shall endeavor to acknowledge the Parks Department and include the Parks logo in promotional materials, print or digital, controlled by UEC and distributed to the general public regarding UEC's activities and programming in Washington Park.

**5.11** Removal of Equipment and Supplies. UEC agrees to remove, at UEC's expense, any personal property and related non-capital items at Lease end, except to the extent that County waives such removal in writing. Improvements installed to the Pavilion by UEC shall become the property of County at the termination of this Lease, except to the extent that the County and UEC agree otherwise in writing. Damage caused to the Pavilion by any removal of personal property or improvements to the Pavilion will be repaired by UEC. If for any reason UEC 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 County may make such repairs or remove, dispose of, or retain such property as County sees fit. It is mutually agreed that County may recover from UEC any and all reasonable costs related to this Section. UEC agrees to surrender the Pavilion in broom-clean condition, subject to ordinary wear and tear and casualty.

**5.12** Land Restoration Activities. UEC may from time to time propose various improvements and changes to areas of the Park outside of the Pavilion, consistent with its educational and community activities and programs and its mission of environmental stewardship. UEC shall consult with and obtain the written approval of the County before making physical changes to the Park.

**5.13** Use of Bandshell. UEC shall be permitted to use the bandshell in the Park two (2) times per Contract Year without cost upon reasonable prior notice to County; provided, however, that UEC shall be responsible all set-up and clean-up surrounding the bandshell.

**5.14** Right To Use Areas Near Pavilion. County agrees that UEC's right to use the Pavilion includes the corollary right to use the areas and picnic tables near the Pavilion for activities consistent with UEC's educational, environmental, and community programs, including, but not limited to, planting gardens, storing canoes, and maple sugaring.

**6. RENOVATIONS AND IMPROVEMENTS:**

**6.1** General. UEC is committed to making improvements and renovations to the Pavilion 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 Lease.

- 6.2** Prior Approval. Any renovations or improvements to the Pavilion or its environs shall require prior written approval of the Parks Director, design and construction approvals from the Milwaukee County Division of Architecture and Engineering Services, and evidence UEC 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 Pavilion. County shall have a period of thirty (30) days (“Review Period”) to review any design plans. County shall be deemed to have approved the plans unless, on or before the last day of the Review Period, County has delivered to UEC a written description of the specific items in the plans that are not acceptable and a description of the specific changes which must be made to ensure County’s approval. UEC shall have thirty (30) days to submit revised plans. The review and approval process shall continue until such time as County has approved the final plans.
- 6.3** Lien Waivers. UEC shall not permit any mechanic’s or materialman’s liens to be levied upon the Pavilion at any time for any labor or materials furnished to UEC or to its agents or contractors. Within thirty (30) days of the completion of any renovation, remodeling, or improvements by UEC’s contractor, subcontractors, or suppliers, UEC shall obtain the appropriate lien waiver from such contractor, subcontractor, or supplier and shall file one (1) copy with the County.
- 6.4** Licensed Tradespersons. UEC 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.
- 6.5** Renovation Documents. UEC agrees that within thirty (30) days after the conclusion of each renovation, remodeling, or improvement project, UEC shall provide to 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 Milwaukee final occupancy permits.
- 6.6** Ownership of Improvements. Upon termination of the Lease for any reason, including but not limited to, for cause, by mutual written agreement, or by reason of the expiration of any of the calendar terms of the Lease, all renovations, improvements, or alterations, including generic signage affixed to the Pavilion, shall become the property of County, at no cost to County.

**7. MAINTENANCE AND REPAIRS:**

- 7.1** UEC Maintenance Obligations. UEC shall maintain the Pavilion in good order, including interior cleaning, and janitorial services to the Pavilion and any environs utilized by the UEC.
- 7.2** UEC's Obligations for Minor Repairs. UEC shall maintain in good order and make "minor repairs" to all plumbing, HVAC, electrical and lighting (including replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Pavilion on the Term Commencement Date. "Minor repairs" are herein defined as any singular repair or replacement the cost of which is less than \$1000 for each instance.
- 7.3** UEC's Obligations for Major Repairs. UEC shall maintain in good order and make "major repairs" to any plumbing, HVAC, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage and structural elements the repair or replacement of which is necessitated by the negligence or willful misconduct of UEC, its employees, invited guests, or patrons. "Major repairs" are herein defined as any singular repair or replacement the cost of which is \$1000 or greater for each instance. UEC shall further make all repairs or replacement, whether "major" or "minor" to any equipment, trade fixtures, signage, or structural components including plumbing, HVAC, electrical and lighting, doors, windows and plate glass/plastic, which UEC installed in or upon the Pavilion. For purposes of this Lease, the Parties agree that UEC did not install the roof (including solar panels) or solar thermal system in or upon the Pavilion.
- 7.4** County's Obligations for Minor Repairs. County shall have no obligation to make "minor repairs" to the Pavilion. Obligations for minor repairs shall be as indicated in Sections 7.2 and 7.3 above.
- 7.5** County's Obligations for Major Repairs. County shall maintain in good order and provide for all major repairs to all structural components of the Pavilion, including the roof (including solar panels) and roof systems (including gutters, downspouts, and solar PV), foundation, exterior walls, interior structural walls, and all utility systems, including plumbing and plumbing systems (including solar thermal system), HVAC, and electrical, except for such components which UEC installed in or upon the Pavilion or as further provided for in Section 7.3. "Major repairs" are herein defined as any singular repair or replacement the cost of which is \$1000 or greater for each instance.
- 7.6** Timeliness of Repairs. UEC shall perform its repair obligations promptly after learning of the need for same, but in any event within thirty (30) days after written notice provided by County. If UEC fails to perform repairs for which it is obligated within thirty (30) days after County's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause

further damage to the Pavilion, then County shall have the right to perform the repair with its own staff or contract with a private company to perform it, and charge all reasonable costs directly associated with performing the repair to UEC (including salary and benefits if done with County staff). County shall perform its repair obligations promptly after learning of the need for same, but in any event within thirty (30) days after written notice provided by UEC, unless extended by agreement for good cause. If County fails to perform repairs for which it is obligated within thirty (30) days after UEC's notice, without good cause, and such failure constitutes a health or safety hazard to the public, or impairs the ability of UEC to use the Pavilion for its various programmatic and administrative activities, then UEC shall have the right to perform the repair with its own staff or contract with a private company to perform it, and offset against rent and utilities fees all reasonable costs directly associated with performing the repair (including salary and benefits if done with UEC staff).

**7.7** Inspection by County. County and its agents shall at all reasonable times have the right to enter the Pavilion to inspect the condition thereof and to improve or repair the Pavilion or any portion thereof, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable, and County shall be allowed to take all material into and upon the Pavilion that may be required therefore without the same constituting an eviction of UEC in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on County any obligation or duty to make repairs or alterations to the Pavilion except as expressly provided in this Lease.

**8. RIGHT RESERVED TO COUNTY:**

**8.1** County Events. Public meetings are among UEC's intended uses of the Pavilion, and County shall be allowed to schedule and conduct meetings or events which are open to the public at the Pavilion during days and hours when the Pavilion or rooms therein, have not been previously scheduled for use by UEC or other groups. In addition, County may schedule and use the Pavilion, or rooms therein, for a private or closed event, not open to the public, up to three (3) times per year, with two (2) months advance notice, otherwise subject to availability. For such private events, County would need to either provide security and clean-up services, or pay for their cost if provided by UEC.

**8.2** County Access. UEC shall permit County and its employees and authorized agents to enter the Pavilion at all reasonable times during operating hours or upon twenty-four (24) hours advance notice for the purpose of inspecting the Pavilion and determining compliance by UEC.

**9. CASUALTY:**

If the Pavilion, or any portion thereof, is damaged or destroyed by fire, explosion, or any other casualty, and the County chooses not to repair or restore such damage, then UEC



may elect to terminate this Agreement effective as of the date of such damage or destruction. If the County elects to repair or restore such damage, it shall notify UEC, in writing, within sixty (60) business days from the date of the damage. If the County chooses to repair or restore such damage, both parties shall mutually agree upon the date on which repairs and restoration are to be completed by County. If the Pavilion is not repaired, restored, and delivered to UEC upon the mutually agreeable date, UEC may terminate the Agreement within thirty (30) days thereafter.

**10. TERMINATION OF LEASE**

**10.1** The Lease may be terminated by either Party, for cause, upon thirty (30) days written notice to the other. However, prior to termination for cause, either Party shall be afforded thirty (30) days in which to cure the alleged breach after having been notified of such. In this paragraph, "for cause" means a material breach the Lease.

**10.2** The Lease may also be terminated in the event that the County, upon twelve (12) months' prior written notice to UEC, elects to close or repurpose the Pavilion during the Term. In such event, the County shall make reasonable efforts to relocate UEC's operations at Washington Park to another Milwaukee County Parks location reasonably mutually acceptable to UEC and the County. If such a relocation cannot be effectuated, the County shall pay to UEC the depreciated value for the improvements addressed in Section 6 and constructed by UEC, which shall be determined based upon their original cost and through use of a seven (7) year straight-line depreciation method dated from the date of completion.

**11. INDEMNIFICATION:**

UEC 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 UEC, or its agents which may arise out of or are connected with the activities covered by this Lease. UEC shall not be responsible for any wrongful, intentional, or negligent act or omission of County, or its agents, which may arise out of, or are connected with, the activities covered by this Lease.

**12. INSURANCE:**

UEC agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws or vicarious liability arising from UEC's employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General 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
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

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 Lease.

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 Lease.

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

**13. AUDIT:**

Pursuant to Milwaukee County ordinance section 56.30(6)(e), UEC shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by UEC,

including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease, all at no cost to the County. Any subcontracting by UEC in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as UEC. UEC (or any subcontractor) shall maintain and make available to County the aforementioned audit information for no less than three years after the conclusion of this Lease.

**14. INTEREST:**

Unless waived by County Board of Supervisors, UEC shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

**14.1 Penalty.** In addition to the interest described above, UEC may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

**14.2 Audit Results.** If, as a result of an audit done pursuant to Section 13 , additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. UEC shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

**14.3 Non-Exclusivity.** This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for UEC's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Lease, including but not limited to termination of this Lease.

**15. NON-DISCRIMINATION; PUBLIC RENTALS; DBE GOALS:**

**15.1 Non-Discrimination.** UEC certifies that it will not discriminate against any employee or applicant for employment because of race, color, sexual orientation, 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.

**15.2** Public Rentals. As part of its rental program, UEC understands that the Pavilion is a public facility and that it is the County's desire that the Pavilion continue to be used in a manner that benefits the community. To that end, UEC shall not discriminate against any member of the public or community group with regard to UEC's occupancy, use and management of the Pavilion, including without limitation, any person who may wish to participate in the programs or events sponsored by UEC, or rent the Pavilion according to the terms and conditions of UEC's rental program.

**15.3** DBE Goals. UEC shall use reasonable efforts to cause its contractors performing services for the Pavilion to establish Disadvantaged Business Enterprise ("DBE") participation goals of five percent (5%) for maintenance, construction and related professional services, for the planning and implementation of building maintenance and improvements and to use good faith efforts to achieve these goals. The Milwaukee County Community Business Development Partners ("CBDP") shall assist UEC in soliciting potential DBE vendors for the improvements and maintenance, and monitor such goal attainment. UEC's contact regarding DBE participation is: Director, CBDP, at 414-278-4608.

**16. MISCELLANEOUS:**

**16.1** This Lease 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 Lease 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 Lease shall be made in writing and executed by the Parties.

**16.2** The County and UEC agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other. This Lease does not make or appoint, and nothing contained in this Lease 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.

**16.3** All the provisions of this Lease 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 Lease, 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.

**16.4** This Lease shall be governed by and construed under the laws of the State of Wisconsin. The exclusive venue for any cause of action brought in relation to this Lease shall be Milwaukee County Circuit Court, Milwaukee, Wisconsin.

**16.5** Should any portion of this Lease be deemed invalid or unenforceable by a duly sitting court of law, all other terms and conditions of this Lease shall remain in full force and effect.

**16.6** The failure of a Party to enforce a particular provision of this Lease shall not constitute a waiver of any other right or obligation set forth in this Lease by either Party.

**17. OFFICIAL NOTICES:**

All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, 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 UEC:  
Urban Ecology Center, Inc.  
Ken Leinbach, Exec. Director  
1500 East Park Place  
Milwaukee, WI 53211

To County:  
Milwaukee County Dept. of Parks  
John Dargle, Interim Director  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

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

**18. AUTHORITY:**

**18.1** The individual executing this Lease on behalf of UEC represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of UEC, and that this Lease is binding upon UEC in accordance with its terms without the joinder or approval of any other person.

**18.2** The County has executed this Lease pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, Resolution File No. \_\_\_\_\_.

**SIGNATURE PAGE FOLLOWS:**

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

**Urban Ecology Center, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ken Leinbach, Executive Director

**Milwaukee County Dept. of Parks, Recreation & Culture**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Dargle, Interim Parks Director

*Approved as to form and independent status:*

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management