

AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
FRIENDS OF THE DOMES, INC.

This agreement (the "Agreement") is made and entered into effective _____, 2019, by and between the MILWAUKEE COUNTY PARKS (the "County") and the FRIENDS OF THE DOMES, INC. (the "Friends"). Together these named entities constitute the Parties (the "Parties") to this Agreement.

WITNESSETH:

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and has a commitment to operate, maintain and improve the Mitchell Park Horticultural Conservatory (the "Domes" or "Premises" which for purposes of this Agreement is understood to include, but not necessarily be limited to the glass structures commonly referred to as the Domes, the greenhouses, the Annex thereto, the surrounding park area and facility signs thereon and the sunken garden); and

WHEREAS, the Friends is a private non-profit corporation organized under Wisconsin Statutes Chapter 181 with a tax exempt status under the Internal Revenue Code § 501(c)(3), and was formed and has functioned for the purpose of soliciting, holding, managing, investing and expending funds and other gifts, grants and bequests for the benefit and support of the horticultural conservatory located in Mitchell Park, maintained by the County, and such of its educational, scientific and cultural programming as the Friends' Board of Directors from time to time deems to be suitable and appropriate; and

WHEREAS, the Domes are a major scientific, conservational and tourist attraction in Wisconsin, with a substantial and beneficial economic, cultural and educational impact on Milwaukee County and Southeastern Wisconsin; and

WHEREAS, the County has enjoyed a long and beneficial relationship with the Friends; and

WHEREAS, the Friends efforts have resulted in significant enhancement to the Premises and thereby the experience for County residents and patrons of the Domes from around the world; and

WHEREAS, the County recognizes and appreciates the substantial monetary and community benefits provided by the Friends through its events, education programming, volunteer efforts, contributions towards plants and animals in the Domes, contributions to

County staff training, funding facility improvements and the advertising that it provides; the County simply could not do all of this itself; and

WHEREAS, the County and the Friends wish to assure the continued success and growth of the Domes in the future; and

WHEREAS, because of the close relationship of Friends groups with the County, Friends groups acquire a quasi-public status and are often perceived by the public as a functional part and representative of the County, which is why Chapter 13 of the Milwaukee County Code of General Ordinances requires that County departments have written agreements with friends groups that are approved by the County Executive and County Board; and

WHEREAS, the Friends and County have an agreement from February 4, 2010, which needs to be updated to better reflect the current roles and responsibilities of the Friends and the County; and

WHEREAS, the Milwaukee County Board of Supervisors (the "County Board"), by virtue of adopting Resolution _____ on _____ has authorized the Executive Director of Milwaukee County Parks to enter into this Agreement with the Friends for and on behalf of Milwaukee County;

NOW THEREFORE, in consideration of the mutual covenants and assurances set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. TERM:

- (a) The initial term of this Agreement shall be for the calendar year in which it is signed. After the initial term, this Agreement remains in effect unless and until terminated upon one (1) year written notice by either party or by mutual consent.
- (b) The prior agreement between the Parties dated February 4, 2010 shall have no further affect and is completely replaced by this Agreement. All the provisions of this Agreement and any amendment hereto 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.

2. RIGHTS AND OBLIGATIONS OF EACH PARTY:

- (a) The County has the exclusive right and obligation to operate and maintain all aspects of the Domes in accordance with the policies and directives established by the Parks Executive Director, the County Executive, and the County Board. To discharge its duties in this regard, the County may receive from the Friends support upon which the Parties agree. The County and the Friends recognize that all County employees, including the Parks Executive Director, must comply with Milwaukee County's ordinances and policies.

(b) The Friends shall continue to function as a private, non-profit corporation organized under Wisconsin Statutes Chapter 181 with tax-exempt status under Internal Revenue Code § 501(c)(3), independent and separate from the County. The Friends shall to the best of its ability, provide support to the Domes upon which the Parties agree. The Friends shall direct all of its efforts towards support of the Domes consistent with the Friends' mission.

(c) The County shall permit the Friends to offer to its members certain benefits and discounts at the Domes which shall be reviewed and approved in writing by the Parks Executive Director, or the Parks Executive Director's designee.

(d) The County shall provide free general admission to the Domes to Friends' members showing a valid membership card and photo ID at the admissions desk during the hours the Domes are open to the public. Free general admission does not include admission to paid special events unless agreed to in writing by both Parties.

(e) In the event of termination or modification of any benefit or discount, such termination or modification shall become effective one hundred eighty (180) days after the County gives written notice to the Friends. As to then current members, any termination or modification of any benefit or discount shall become effective on the members' renewal date or three hundred sixty-five days (365) after the written notice, whichever is earlier.

(f) Each year by no later May 15 the Parks Executive Director, or the Parks Executive Director's designee, and the Friends shall confer and mutually develop a fiscal plan for the support and operation of the Domes for the coming year. Such plan will include funding requests for anticipated capital projects, projected operating expenditures and revenues at the Domes, and the level and composition of financial support that will be budgeted annually by the County and the Friends respectively.

(g) The Friends recognize that the County Board endorses a policy of open meetings, open records, affirmative action, and its code of ethics, and expects County employees to understand and comply with such policies in working with friends groups.

(h) The County and the Friends recognize that County employees are responsible to disclose promptly to the County Executive and County Board information concerning proposed capital plans, operating support, promotional plans, programs and activities of friends groups.

3. INDEPENDENT CONTRACTORS:

In the performance of this Agreement both the County and the Friends will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The agents or employees of the one shall not be construed to be the agents or employees of the other.

4. CONFLICT OF INTEREST:

(a) The County and the Friends recognize that the opportunity for a conflict of interest may arise where an employee of one party is related to an employee of the other. The Parties agree to provide for an additional oversight and disclosure of transactions between related employees.

(b) The Friends may encourage County employees to become members, but County employees shall not serve as officers or directors of the Friends group.

(c) The Friends, their agents and employees shall comply with all applicable Federal, State, and Milwaukee County laws and regulations governing conflicts of interest.

5. MANAGEMENT OF COUNTY AND FRIENDS AFFAIRS:

(a) The County and Friends agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other.

(b) The Parks Executive Director is the County official responsible for management of the Domes and as such, the Parks Executive Director, or the Parks Executive Director's designee, shall administer this Agreement for the County.

(c) Only a County employee may control County funds, County employees or other County assets. If the Friends wish to fund a position that does any of the foregoing, it will do so through the transfer of funds to the Milwaukee County Treasurer rather than through direct payments to the employee.

(d) The Friends may employ and supervise persons who engage primarily in Friends activities or who offer program support or enhancement to the Domes, but the Friends shall not supervise County employees.

(e) Insofar as volunteer activities support the mission of the Domes and the Friends, the Friends may direct volunteer activities. These volunteer activities may include greeting visitors and providing visitors with information; providing tours; staffing and operating the gift shop; care or maintenance of the collection; and other activities. The Parks Executive Director and Friends Executive Director, or their respective designees, shall agree to the scope, duration and actions of all shared volunteer activities.

(f) All media contacts related to the Domes that are not related to the administration of solely Friends activities, shall be approved in writing by the Parks Executive Director, or the Parks Executive Director's designee, prior to their release. However, specifically excluded from this provision is social media (including but not limited to Facebook, Instagram, Twitter, LinkedIn, etc.). The Parks Executive Director and Friends Executive Director, or their respective designees, may confer on use of social media so as not to duplicate efforts or to be consistent in their efforts and message, but otherwise the Friends may make reasonable use of social media to increase public awareness and educate the public about the Domes, the horticultural collection, events at the Domes, and anything else consistent with the Friends' mission.

6. OPERATING PROCEDURES:

6.1 Solicitations and Donations:

(a) The Friends shall have the authority to solicit and receive donations, gifts, grants and other forms of revenue from any source during the term of this Agreement, provided all such revenue received is used by the Friends for the support of the Domes and the Friends.

(b) The Parks Executive Director, or the Parks Executive Director's designee, has authority to solicit funds they determine are appropriate to County programs and goals. Such funds shall be payable to the County and may not be accepted by the Friends. The Parks Executive Director, or the Parks Executive Director's designee, however, may participate in solicitations with the Friends at the request of the Friends.

(c) The Friends agree to provide written notification to the Parks Executive Director, or the Parks Executive Director's designee, of any donation it receives with a written restriction for its use at the Domes (i.e. lighting, maintenance, animals, plants, special features, etc.). No donated funds with restrictions as contemplated in this paragraph may be expended prior to the written approval of the Parks Executive Director, or the Parks Executive Director's designee.

(d) The County and the Friends may engage in joint promotional efforts provided that the Parties execute prior to the event a letter of intent specifying the rights and responsibilities of each party. The letter of intent shall specify financial benefits to and obligations of each party and shall be approved in writing by the Parks Executive Director and Friends Executive Director, or their respective designees.

(e) People throw coins/money in various places in the Domes including but not limited to ponds, holes, features, etc. As part of its normal operations, the County cleans the ponds and other areas from time to time and removes the coins/money. The Parties herewith agree that the once the County has removed and cleaned the coins/money, they will be turned over to the Friends to be deposited into the Friends' segregated bank account designated for the County, which funds may only be used by agreement of the Parties (the "County Comp Fund").

6.2 Administration:

(a) All promotional materials, whether print or digital, that are prepared by the Friends that reference the Domes, the Gift Shop, Events or Education shall include the Parks Logo in a prominent position. The Parks Executive Director and Friends Executive Director, or their respective designees, may confer on promotional materials so as not to duplicate efforts or to be consistent in their efforts and message, but otherwise the Friends may make reasonable use of promotional materials to increase public awareness and educate the public about the Domes, the horticultural collection, events at the Domes, and anything else consistent with the Friends mission.

(b) The County shall provide to the Friends the non-exclusive use of such office space, storage space, and parking at the Domes as is reasonably necessary

and mutually agreed upon for the on-site operation of the Friends, including utilities, phone, internet, custodial and maintenance services. The County shall make reasonable efforts to accommodate Friends employees and volunteers with disabilities.

6.3 Website:

(a) The Friends may fund, develop, and maintain a website for the purpose of promoting the Domes, providing information about the Domes, promoting all programs and events at the Domes, raising funds to support the Domes and soliciting Friends members and volunteers, or any other activity consistent with the Friends mission.

(b) The current design and content of the Friends website meets with the approval of Parks Executive Director. Any further major revisions or redesigns of the website shall require the written approval of the Parks Executive Director, or the Parks Executive Director's designee. If more than thirty calendar days pass with no response from the Parks Executive Director, or the Parks Executive Director's designee, after approval is requested in writing, the requested major revisions or redesigns will be deemed approved.

(c) The website shall include the Parks logo in a prominent position and include a hyperlink to the Milwaukee County Parks homepage for the Domes.

6.4 Digital Sign:

The stand-alone outdoor digital sign for the Domes on the South Layton Boulevard side of Mitchell Park is a capital improvement paid for by the Friends and is subject to the Use Agreement dated November 28, 2011, which is hereby incorporated into this agreement by reference.

6.5 Friends Special Events:

(a) The Friends may charge and collect an event fee from special event attendees and/or its members for admission to the Domes during special events that are solely sponsored by the Friends.

(b) Twenty-five percent (25%) of the funds generated by the event fees shall be deposited by the Friends into the County Comp Fund. Funds is defined as total revenue generated from the event fees less the Friends' costs associated with operating the event. The Friends shall make deposits to the County Comp Fund within sixty (60) days after each special event. No funds from the County Comp Fund may be expended prior to the Parties agreeing in writing on how the funds will be spent.

(c) Revenue received by the Friends shall be used by the Friends for the support of the Domes and the Friends.

(d) The Friends special events must be approved in writing by the Parks Executive Director or the Parks Executive Director's designee

(e) The Friends may request County participation in its special events. If County participates in the special event, roles, responsibilities, personnel, equipment, other expenses, and reimbursement of County staffing, if any, shall be agreed to in writing prior to the event.

7 GIFT SHOP:

7.1 County's Obligations

(a) The County shall provide to the Friends an area of an appropriate size and in a prominent location to use for the sale of merchandise (the "Gift Shop").

(b) The County shall pay all Gift Shop utilities, phone, internet and maintenance services.

(c) The County shall be responsible for providing and changing light bulbs in the Gift Shop area and removal of trash from a designated area.

(d) Any promotional material relative to the Gift Shop that is prepared by the County shall be approved by Friends.

(e) If the County wishes to have third party vendors in for special events, the County shall request a waiver from the Friends so the vendors may sell merchandise in or around the Domes.

7.2 Friends' Obligations:

(a) The Friends will operate and manage the Gift Shop in the Domes, provide all merchandise and staffing to perform this function, and be the exclusive purveyor of resale merchandise in the Domes except for vending machines in the lobby of the Domes and the sale of food and beverages for private or special events. The revenue received shall be used by the Friends for the support of the Domes and the Friends. The County reserves the right to sell general merchandise and beverages at the Domes.

(b) The Friends will retain all profits from operation of the Gift Shop, a portion of which will be used to help offset the costs of providing educational programming at the Domes.

(c) The Friends will provide daily cleaning of the Gift Shop. The trash collected from the Gift Shop shall be placed in an area designated by the County.

(d) The Friends will provide Gift Shop Signage subject to approval by the Parks Executive Director, or the Parks Executive Director's designee.

(e) The Gift Shop, barring unforeseen circumstances, shall generally be open to the public during the hours that the Domes are open to the public and other hours mutually agreed upon. Authorization to close the Gift Shop for an extended period during the hours that the Domes are open to the public requires the prior

written permission of the Parks Executive Director, or the Parks Executive Director's designee.

(f) The Friends may change or modify the Gift Shop area at their own expense during the term of this Agreement subject to the prior written approval of the Parks Executive Director and section nine of this Agreement, if applicable.

7.3 Termination of Section 7:

(a) Subject to the provisions of Section 1(a) of this Agreement, Section 7 remains in effect unless and until terminated upon thirty (30) days written notice by either party to the other or by mutual consent. If the County terminates under this section, the County shall purchase the Gift Shop inventory from the Friends as of the termination date. If the Friends terminate under this section, the County may, but is not obligated to, purchase the Gift Shop inventory from the Friends. The purchase price shall be the cost of the inventory.

(b) The termination of Section 7 of this Agreement shall not affect or impair any other provision.

(c) Termination of the entire Agreement pursuant to Section 1(a) triggers Section 7.3(a) and control of the Gift Shop shall be transferred to the County within thirty (30) days of the written notice to terminate.

8. EDUCATION:

The Domes are home to a unique horticultural collection, one of the finest in the world. The Parties agree it is essential to educate the public about the plants in the collection and to encourage interest and appreciation of the plants by the general public.

The County and Friends agree to work together and cooperate with each other, and other businesses and organizations as opportunities may present themselves, to the fullest extent possible to fulfill the educational functions necessary for a horticultural conservatory.

8.1 County's Obligations

(a) The County shall provide to the Friends an area(s) to use for education of an appropriate size and in a prominent location and permit use of the Mitchell Park grounds and the Mitchell Pavilion at no charge if not reserved for another function by a third party in advance. The use by the Friends of certain areas of the Domes for education programming, office space, and storage is non-exclusive.

(b) Any promotional material relative to the education program that is prepared by the County shall be approved by the Friends.

8.2 Friend's Obligations:

(a) The Friends will operate and manage an education program, provide materials and staffing to adequately perform this function, and be the exclusive educational provider for the Domes. Except as provided below, any revenue received shall be used by the Friends for the support of the Domes and the Friends.

(b) The Friends shall pay its proportionate share of all utilities, phone, internet and custodial services for the educational area. This amount will be based on actual usage as agreed to by the Parties in a separate written agreement.

(c) Educational programming, fees, and scheduling must be approved by the Parks Executive Director or Parks Executive Director's designee, which approval shall not be unreasonably withheld. The Parties will work together to develop a way to coordinate schedules.

(d) When an educational event is held in the Domes, whether it be a school group, adult education or otherwise, the Friends will collect payment for admission as applicable and any associated program fee, and put \$4.00 (four dollars) of each admission fee into the County Comp Fund and retain the remainder to help offset costs of running the educational programming.

(e) The Friends will retain all other monies from operation of educational programming to help offset the costs of providing educational programming at the Domes.

(f) The Friends will provide daily basic cleaning of the education area. The trash collected from the education area shall be placed in an area designated by the County.

(g) The Friends will provide signage for the education area, as approved by the Parks Executive Director, or the Parks Executive Director's designee

(h) The education area may be open to the public during normal operating hours, and after hours as arranged in advance with the Parks Executive Director, or the Parks Executive Director's designee.

(i) The Friends may change or modify the education area at their own expense during the term of this Agreement subject to the prior written approval of the Parks Executive Director and Section Nine of this Agreement, if applicable.

(j) The Friends shall ensure that its educational programming does not increase the operating costs of the County unless Parties agree in writing in advance of the event.

8.3 Termination of Section 8:

(a) Subject to the provisions of Section 1(a) of this Agreement, Section 8 remains in effect unless and until terminated upon thirty (30) days written notice by either party to the other or by mutual consent.

(b) The termination of Section 8 of this Agreement shall not affect or impair any other provision.

(c) Termination of the entire Agreement pursuant to Section 1(a) triggers Section 8.3(a) and control of the education area and materials shall be transferred to the County within thirty (30) days of the written notice to terminate.

9. RENOVATIONS AND IMPROVEMENTS:

a. Prior Approval.

Improvement of the Premises at any time shall require prior written approval of the Parks Executive Director or Parks Executive Director's designee. Additionally, depending on the scope of the project, the following may be required: a Right of Entry permit from Parks Planning department, design and construction approvals from the Milwaukee County Division of Architectural and Engineering Services, and/or a separate development agreement between Friends and Parks. The Right of Entry permit requirements can be accessed by requesting them from ParksPlanning@milwaukeecountywi.gov. 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. All construction shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the leased premises. Regarding projects that require a separate development agreement, the County and Friends agree to proceed as follows:

- i. Appropriations for each project shall be established by the County and reviewed annually during the County budget deliberations or more often if appropriate.
- ii. The Friends and the County will agree to share costs only under procedures mutually agreed to by the Friends and the County.
- iii. For each such project, the separate agreement will describe the nature and the scope of the improvements, the sources and uses of funds, and procedures for transferring the Friends' share of project costs to the County, program management, project schedule, together with the responsibility and accountability for planning, fundraising, and construction.

b. The Friends agree to notify the Parks Executive Director, or the Parks Executive Director's designee, in writing of any donation designated for, or intended to support any new renovation or improvement.

- c. Upon receipt of such information, the Parks Executive Director, or the Parks Executive Director's designee, shall determine the appropriateness of the project related to the mission of the Domes and the County's budget and objectives. If determined appropriate the Parks Executive Director, or the Parks Executive Director's designee, shall inform the appropriate County officials.

10. RECORDS & REPORTING:

(a) Pursuant to Milwaukee County Code of Ordinances Chapter 13.06(d), the Friends shall file with the Milwaukee County Office of the Comptroller, within two months of the close of the Friend's fiscal year, as defined by the Friends' bylaws (currently June 30), a copy of the Friends' most recently filed State form 308 (charitable organization annual report), a copy of the Friends' most recently filed IRS Form 990 (Return of Organization Exempt from Income Tax), and a copy of the Friends' most recent certified, independently audited, financial statement reporting an audit performed in accordance with generally accepted accounting principles.

(b) The Friends shall submit to the Parks Executive Director, or the Parks Executive Director's designee, within two months of the close of the Friend's fiscal year, as defined by the Friends' bylaws (currently June 30):

- i. its adopted budget for the coming year;
- ii. a report detailing the amount of the Friend's pecuniary support and the nature of its operations and volunteer support for the previous year;
- iii. an estimate of the amount of the Friend's pecuniary support and the nature of its operations and volunteer support for the coming year;
- iv. an accounting of all charitable donations over five thousand dollars received by the Friends in support of the Friends and in support of the Domes, as well as any admission fees from special events, which shall include a general description of the revenue, and, if applicable, any donor intent;
- v. a description of Friends educational, fundraising, promotional or other events to be held at the Domes that will be solely sponsored, operated and funded by the Friends for the coming year. If the Friends wish to hold an event that is not in this annual report, the Parks Executive Director and Friends Executive Director, or their respective designees, shall confer and work together to determine feasibility and timing of the event; and
- vi. as applicable, an updated copy of the Friends' bylaws, any amendments to its articles of incorporation and a list of its officers and directors.

(c) The Friends and the County shall provide each other with access to all documents or records related to co-sponsored events or programs. These documents and records shall include an accounting for the expenses incurred, funds received and disbursed by the Friends and/or the County for such co-sponsored event or program, but shall not include any document which would contain information regarding individual donors or other sources of funds.

(d) The Parks Executive Director, or the Parks Executive Director's designee, within two months of the close of the County's fiscal year, shall provide the Friends an annual financial statement showing revenue, operational costs and attendance numbers broken down by month for the Domes each year.

11. COUNTY RIGHTS OF ACCESS AND AUDIT:

The Friends shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel), with or without notice, to audit, examine and make copies of any and all records of the Friends, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Friends. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Friends and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

12. INDEMNIFICATION:

The Parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices, civil rights or environmental liability and impairments arising out of this Agreement. The County's liability shall be limited by Wisconsin State statute sections 345.03(3) for automobile and 893.80(3) for general liability. The liability of the Friends for the same subject matter referenced in said statutes will also be limited at the amounts set forth in said statutes by agreement of the Parties hereto.

13. INSURANCE:

The Friends will maintain and provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. The Friends shall, at their sole expense, maintain the following insurance:

13.1 Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

13.2 Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, the Friends shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

13.3 Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

13.4 Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

13.5 Additional Requirements:

(a) The Friends shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

(b) The insurance specified in (13.1) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

(c) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate.

(d) Except where prohibited by law, all insurance policies other than automobile shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

(e) The Friends shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. The Friends shall require all

insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

14. PERMITS, LICENSES, AND OTHER COSTS:

Friends shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

15. CASUALTY:

If the Premises is damaged or destroyed by fire or other casualty covered by insurance, then this Agreement shall continue in full force and effect and County may proceed to repair or restore the Premises to the condition which County furnished to the Friends upon the commencement of the Term. 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 the Friends shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and improvements made by or for the Friends to at least a condition equal to that before its damage.

16. FORCE MAJEURE:

A party shall not be deemed in default of this Agreement to the extent that performance of the party's obligations or attempts to comply are delayed, restricted or prevented by reason of an act of God, fire, natural disaster, act or inaction of government, strikes or labor disputes, adverse conditions of the Premises, or any other act or condition beyond the reasonable control of the party; provided that the party so affected uses its best efforts to avoid or remove the causes of non-performance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the Parties shall meet forthwith to discuss what, if any, modification(s) may be required to the terms of this Agreement.

17. NOTICE:

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, to the party addressed as follows:

To Friends:
Friends of the Domes
Executive Director

To County:
Milwaukee County Parks
Parks Executive Director

524 S. Layton Blvd.
Milwaukee, WI 5321 5

9480 Watertown Plank Road
Wauwatosa, WI 53226

Either party may designate a new street address for purposes of this Agreement by written notice to the other party, or may use such other means of delivery as mutually agreed upon by the Parties.

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Signature Page Follows

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

Friends of the Domes, Inc.

by _____ Date _____
Roger Krawiecki, President

by _____ Date _____
Sally Sullivan, Executive Director

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____

Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____ By: _____ Date: _____

Risk Management

Corporation Counsel

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

By: _____ Date: _____

Comptroller

Approved:

By: _____ Date: _____

County Executive

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

By: _____ Date: _____

Corporation Counsel