

AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2023, by and between RACINE COUNTY, a quasi-municipal corporation, hereinafter known as “the COUNTY”, and RACINE HERITAGE MUSEUM, a domestic non-profit corporation.

WHEREAS, the City of Racine on the 16th day of May, 1961, duly authorized the conveyance of the following described property to the County of Racine:

Lot two (2) North One-half (1/2) of Lot Three (3), Block Two (2), School Section. Said land being in the City of Racine, Racine, Wisconsin.

Said conveyance having been executed on the 20th day of September, 1961, and recorded in the office of the Register of Deeds on the 20th day of September, 1961, in Volume 715 Page 608, as Document No. 7266071; and

WHEREAS, RACINE HERITAGE MUSEUM has expressed a willingness to continue to operate a public museum in the public interest on the premises described above; and

WHEREAS, the COUNTY, pursuant to various resolutions and official actions, has made manifest a willingness to contribute financial and other assistance for the operation and maintenance of the RACINE HERITAGE MUSEUM; and

WHEREAS, pursuant to a Memorandum of Understanding by and between the COUNTY and the RACINE HERITAGE MUSEUM, the parties agreed to enter into a land lease whereby the RACINE HERITAGE MUSEUM would store a portion of its artifact inventory in a storage building located at the Ives Grove Complex in the Town of Yorkville, Racine County, Wisconsin;

WHEREAS, the COUNTY, pursuant to various resolutions and official actions, has made manifest a willingness to continue leasing the storage building to the RACINE HERITAGE MUSEUM;

NOW, THEREFORE, in consideration of One Dollars (\$1.00) and other good and valuable consideration paid by RACINE HERITAGE MUSEUM to the COUNTY, for the term of this Lease, receipt of which is hereby acknowledged,

IT IS AGREED, by and between the parties hereto as follows, to wit:

I. DEMISED PREMISES

COUNTY hereby leases unto RACINE HERITAGE MUSEUM and RACINE HERITAGE MUSEUM hereby leases from COUNTY: (a) the Racine Heritage Museum building located at 701 Main Street, Racine, Wisconsin 53403; and (b) the northern-most storage building located south of County Highway "C" along the Ives Grove Office Complex in the Village of Yorkville, Racine County, Wisconsin.

II. LEASE-TERM

The COUNTY shall lease the subject premises described herein to RACINE HERITAGE MUSEUM for a period of Two (2) years commencing on September 1, 2023. Said Lease shall be revocable upon breach of the terms of this Agreement, or as provided in the paragraph of this Agreement entitled "Termination". If the RACINE HERITAGE MUSEUM has fully performed all of its obligations and conditions, then the RACINE HERITAGE MUSEUM shall have the option to renew this Agreement for two additional one (1) year terms subject to and contingent upon the COUNTY's written consent, which can be withheld in the COUNTY's sole and absolute discretion.

III. INSURANCE

RACINE HERITAGE MUSEUM shall contract for insurance to include public liability, personal injury, Workmen's Compensation and property loss and damage, including extended coverage. The COUNTY shall be named as an additional insured on all public liability coverages. All public liability coverages and limits must be approved by the COUNTY and the RACINE HERITAGE MUSEUM shall provide Certificates of Insurance to the COUNTY on a yearly basis. RACINE HERITAGE MUSEUM shall be responsible for insuring the premises for property, fire and boiler coverage. The COUNTY agrees to include the premises as part of its insurance coverage with a carrier of the COUNTY's choice, but RACINE HERITAGE MUSEUM shall be responsible for reimbursing the COUNTY for any additional insurance charges that the COUNTY may incur as a result of including the premises on the COUNTY's insurance.

IV. INDEMNIFICATION

RACINE HERITAGE MUSEUM agrees to protect and hold COUNTY harmless and indemnified from and against any and all claims, demands, damages, actions and expenses, arising out of or on account of any damage or injuries, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the premises by any person whatsoever, unless the same shall be due to the negligence or willful act of the COUNTY. RACINE HERITAGE MUSEUM agrees to defend any action or proceeding brought against COUNTY by reason of any of the aforementioned causes, by counsel reasonably satisfactory to COUNTY upon receiving written notice thereof from COUNTY.

V. DEBTS

RACINE HERITAGE MUSEUM shall operate said Museum and be liable in all respects for the payment of obligations and expenses incurred in the normal course of the operation of RACINE HERITAGE MUSEUM. The COUNTY shall not be liable for any expenses which may arise in respect of the normal operations of the Museum and storage related thereto subject to the following paragraph regarding maintenance, repairs and operations.

VI. MAINTENANCE, REPAIRS AND OPERATIONS

The COUNTY agrees to be responsible for the performance of and payment of all structural repairs relating to the leased premises including, but not limited to, sidewalk, exterior stairway and driveway repairs, the exterior structure of the building including the roof, heating, plumbing and air-conditioning repairs, major electrical repairs, interior support walls and other structural aspects of the leased premises as agreed upon by the parties. If the COUNTY determines that it is not economically feasible to make any of the above described repairs, it can, at its discretion, notify RACINE HERITAGE MUSEUM of this decision and terminate this lease on sixty (60) days written notice. Nothing in this Agreement shall prevent the COUNTY from obtaining the performance of repairs from other third parties including the City of Racine. The COUNTY shall also provide snow removal services for the sidewalks adjacent to the street and for the parking lot directly behind the Museum when snowfall exceeds two (2) inches. RACINE HERITAGE MUSEUM will be responsible for gardening, snow removal from the building steps and the walkways associated with these steps immediately next to the building, daily cleaning and housekeeping chores, maintenance and repair of Museum-owned equipment, development and maintenance of the exhibits and cases, and incidental building repairs. The COUNTY agrees to allow RACINE

HERITAGE MUSEUM access to the COUNTY telephone system and through it, the State long distance system, with RACINE HERITAGE MUSEUM being responsible for all bills it incurs.

The Ives Grove storage building shall not be opened for public exhibition or display without prior written approval of the Racine County Public Works, Parks and Facilities Committee.

VII. ADMINISTRATION

RACINE HERITAGE MUSEUM shall be responsible for the daily operation of the Museum including the supervision of the daily activities of the Museum, its staff, volunteers, and its programs and services. The employees of the RACINE HERITAGE MUSEUM are not employees of the COUNTY and shall not be considered employees of the COUNTY.

VIII. TRANSFERABILITY

This Agreement is not transferable or assignable to any other parties without written consent of both parties to this Agreement.

IX. NEGOTIATIONS

All negotiations between the parties shall be by the Director of RACINE HERITAGE MUSEUM and by the County Executive of Racine County or his/her designee with all Museum Agreements to be approved by the Museum Board of Directors.

X. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice without cause or upon mutual agreement of the parties with thirty (30) days notice. In the event of any claimed breach or default by RACINE HERITAGE MUSEUM, the COUNTY shall give written notice of such claimed breach or default to RACINE HERITAGE MUSEUM, and RACINE HERITAGE MUSEUM shall have thirty (30) days from receipt of that notice to correct the breach or default, or if breach or default cannot be cured within the thirty (30)

day period, RACINE HERITAGE MUSEUM shall have commenced the cure of the breach or default within the thirty (30) day period and shall complete the necessary cure in a reasonable time thereafter. Should this Agreement be terminated by RACINE HERITAGE MUSEUM, the COUNTY shall be under no obligation to continue operation of this Historical Museum. All of the agreements, terms and conditions herein contained shall bind and inure to the benefit of the successors and assigns of the respective parties hereto. This instrument contains all of the terms and conditions agreed to by the parties and no other agreements, oral or otherwise shall be deemed to exist or bind the parties. Any subsequent changes to this Agreement shall not be valid unless in writing, duly executed by the parties and physically annexed hereto.

This Agreement shall be in effect from and after the 1st day of September, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

RACINE COUNTY

By: _____
Racine County Executive Date

By: _____
Racine County Clerk Date

By: _____
Racine County Finance Director Date

By: _____
Racine County Corporation Counsel Date

RACINE HERITAGE MUSEUM

By: _____
Date

By: _____
Date