

## JOINT FACILITY USE AGREEMENT

This Joint Facility Use Agreement ("Agreement") is entered into between the **Board of Regents of the University of Wisconsin**, doing business as the **University of Wisconsin-La Crosse ("University")** and the **City of La Crosse, Wisconsin ("City")**. In consideration of the mutual promises and benefits contained in this Agreement, the University and the City agree to the following:

1. **Term of the Agreement.** This Agreement shall be for a period of ten (10) years, beginning on June 1, 2013, and concluding on May 31, 2023.

2. **Covered Facilities.** The facilities covered by this Agreement are described below:

- a. Copeland Park Field, owned by the City and located at 800 Copeland Park Drive, La Crosse, Wisconsin, 54603
- b. Tennis Courts, owned by the University and located on the University campus at the corner of Myrick Park Lane and La Crosse Street in La Crosse, Wisconsin
- c. City Park Facilities other than Copeland Park Field, including various other parks and play fields within the City of La Crosse ("Other Park Facilities")
- d. Granddad Bluff Park
- e. University Facilities other than the Tennis Courts, including various other play fields and facilities ("Other UWL Facilities")

3. **Reciprocal Use of Copeland Park Field and Tennis Courts.** The University shall have access to Copeland Park Field for use by its Varsity Men's Baseball Program from February 15 to May 25 during each year of the Term of the Agreement. The City shall not charge the University any associated fees for said use. The City will have access to the Tennis Courts for use by its Parks & Recreation Department from June 1 to August 1 during each year of the Term of the Agreement. The University shall not charge the City any associated fees for said use. The Varsity Men's Baseball Program of the University shall also have access to Copeland Park Field at no cost from September 1 to October 31 during each year of the Term of the Agreement in accordance with scheduling priorities as provided in Section 5(c) of this Agreement.

4. **Reciprocal Use of Other Park Facilities and Other UWL Facilities.** The City will make available Other Park Facilities to the University for purposes of supporting educational classes, recreation and club sports programs, varsity sports programs, coach's public training camps and displaying the UWL Alumni Association "L". The University will make available Other UWL Facilities to the City's Parks & Recreation Department for purposes of supporting educational classes, recreation and club sports programs and training camps.

- a. The use of Other Park Facilities will be subject to approval by the City, the Board of Park Commissioners ("Park Board"), or the City of La Crosse Board of Public Works ("BPW").

- b. The use of Other UWL Facilities will be subject to approval by the University and pursuant to Wis. Admin. Code ch. UWS 21 and all applicable University policies and procedures.
- c. The use of Other Park Facilities by the University shall be on a no-fee basis or at a fee approved by the Park Board or the BPW.
- d. The use of Other UWL Facilities by the City shall be on a cost-recovery basis (actual direct expenses), or on a reciprocal fee basis as a result of the University using Other Park Facilities.
- e. Extraordinary, non-routine preparation for use of Other Park Facilities, including play fields, and all related use of lights shall be at the expense of the University. Preparation fees and utility fees shall be agreed to prior to the reservation of said facilities.
- f. Extraordinary, non-routine preparation for use of Other UWL Facilities shall be at the expense of the City. Preparation fees shall be agreed to prior to the reservation of said facilities.
- g. Granddad Bluff Park will be available for display of the "L" at no fee during an annual two-week period to be agreed upon by the parties. City shall pay for associated utility support. The University is responsible for installing and removing the "L".

5. **Scheduling.** Scheduling for the covered facilities will be handled as follows:

a. **Copeland Park Field Scheduling.** Each January during the Term of the Agreement, a meeting of all Copeland Park Field users shall be held to discuss Copeland Park Field scheduling needs for the following academic year (e.g., the scheduling meeting for the 2014-2015 academic year will occur in January 2014). The parties will identify potential scheduling conflicts, negotiate in good faith, and make every effort to resolve such conflicts with minimal disruption to any party. By February 1, this user group will submit to the City a final usage schedule for all users. In the event that users have an unresolvable scheduling conflict, such conflicts shall be resolved by the Park Board. The La Crosse Parks & Recreation Department will conduct the Copeland Park Field scheduling annual meeting.

b. **Tennis Court Scheduling.** Each January during the Term of the Agreement, a meeting with the University and the City shall be held to discuss Tennis Court scheduling needs for the following summer (June 1 through August 1) during each year of the Agreement. The parties will identify potential scheduling conflicts, negotiate in good faith, and make every effort to resolve such conflicts with minimal disruption to any party. By February 1, a master summer schedule will be submitted to the City showing scheduled usage for the Tennis Courts. In the event there is an unresolvable scheduling conflict, such conflicts shall be resolved by the University. The University will conduct the January meeting with the City's Parks & Recreation Department.

c. **Other Park Facilities Scheduling.** The use of Other Park Facilities will be scheduled by the City's Parks & Recreation Department in such a way to avoid conflict with any other scheduled City events. The priority for scheduling Other Park Facilities shall be as follows:

- (1) City of La Crosse
- (2) La Crosse School District
- (3) Fee-Based
- (4) The University
- (5) Non-Fee

d. **Other UWL Facilities Scheduling.** The use of Other UWL Facilities will be scheduled by University in such a way to avoid conflict with any other scheduled events. The priority for scheduling Other UWL Facilities shall be as follows:

- (1) The University
- (2) Organizations associated with the University, as defined in Wis. Admin. Code ch. UWS 21.02(5)
- (3) Fee-Based
- (4) City of La Crosse
- (5) Non-Fee

6. **Copeland Park Field Costs and Expenses.** The City will not be responsible for any maintenance, supply, equipment, personnel, utility, or clean-up costs, or any other expense associated with the use of Copeland Park Field by the University. Specific preparations for baseball games shall be the responsibility of the University.

7. **Property Damage.** Each party using a facility shall be responsible for any damage caused to the other party's facility by its use arising from this Agreement.

8. **Appropriate Use.** The party using a facility as described in this Agreement shall be responsible for ensuring that its use complies with this Agreement and with all laws, rules, regulations, policies, and procedures that apply to the facility being used, including all Federal, Local and State laws, such as Wis. Admin. Code § UWS 18. Neither party shall permit the sale or consumption of alcoholic beverages at an event in a facility covered by this Agreement. Each party shall provide appropriate crowd control and oversight for participants when using a facility. Each party shall ensure that spectators and participants comply with all relevant laws, rules, regulations, policies, and procedures that apply to the facility being used.

9. **Payments.** Any payments due under this Agreement shall be made within thirty (30) days after receipt of invoice.

10. **Liability and Indemnification.** Each party shall be solely responsible for its actions, omissions, claims, or losses of any type arising from its use of the other party's facility. Neither party is obligated to indemnify or hold the other harmless for third-party claims, except, to the extent permitted by law, including Wis. Stat. §§ 893.80; 893.82 and 895.46, each party shall hold the other party harmless from and against all liability, actions, proceedings, judgments, costs and expenses resulting from injuries, including death

and property damage, which may arise under this Agreement when a party uses another party's facility and charges an admission fee for spectators. Notwithstanding any provision of this Agreement, each party shall retain all liability limits and immunities available to it under the Wisconsin Statutes or other applicable law.

11. **No Sublease or Assignment.** Neither party may sublease the use of the facility or otherwise assign or transfer any rights or obligations under this Agreement without the express written consent of the other party.

12. **Termination.** Provided the terminating party provides thirty (30) days advance written notice to the other party, this Agreement shall be terminable under any one of the following conditions:

- a. The University may terminate the Agreement should the La Crosse Loggers cease making Copeland Park Field its home facility;
- b. The City may terminate the Agreement should the University, for any reason not related to maintenance and/or repair of the Tennis Courts, deny the use of the Tennis Courts for City use between June 1 and August 1 of any year of the Agreement. In lieu of termination, the City may elect to continue the Agreement and charge the University for its baseball team's use of Copeland Park Field to offset value lost by Tennis Court unavailability.
- c. If any party believes that the other has materially defaulted in performing its duties as described by this Agreement and the defaulting party, having been given written notice of such default and thirty (30) days to cure, fails to take satisfactory action to cure its default within that time period.

IN WITNESS WHEREOF, the Agreement has been executed by the Parties hereto on the date signed below.

CITY OF LA CROSSE

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN on behalf of the UNIVERSITY OF WISCONSIN - LA CROSSE

Trinity Kolt

Robert J. Hetzel  
Robert J. Hetzel  
Vice Chancellor of Administration & Finance

09/23/2013  
Date

09.23.13  
Date