

THERESA FIREMAN'S PARK

MAINTENANCE AGREEMENT

This is an agreement ("Agreement") between the Theresa Firemen's Park, Inc. ("Park Board"), a nonstock Wisconsin corporation, and the Village of Theresa ("Village"), a Wisconsin municipality.

Recitals

A. A local park known as the Theresa Fireman's Park ("Park") is owned by the Park Board and is used by the Theresa community. The Park Board and the Village wish to enter into an agreement regarding their respective responsibilities for the maintenance and policing at the Park.

B. The Park Board and the Village Board have respectively approved the terms and conditions of this Agreement.

In consideration of the above recitals and the obligations contained in this Agreement, it is agreed as follows:

1. Village Responsibilities. Until this Agreement is otherwise amended or terminated, the Village agrees to perform the following services at the Park:

- a. Provide a summer help employee to mow the lawn at the Park using the Park Board's lawn mower equipment;
- b. Assign its Department of Public Works to snow plow the sidewalk and the "U" driveway at the Park; and
- c. Have its Police Department patrol the Park consistent with policing best practices.

In performing the above services, the Village will obtain a separate credit card to purchase gasoline for the lawn mower, with the charges to be billed to the Park Board. The Park Board will pay the summer help for the mowing services, and the Village will reimburse the Park Board for the payments. The Village will also reimburse the Park Board at least annually for the Park's water bills. The Park Board remains responsible to maintain its lawn mower equipment.

2. Additional Park Board/Village Obligations. The Village agrees to pay the Park Board \$1,000 annually toward the Park's maintenance fund. The Village will also provide a four-yard dumpster to the Park at no additional cost to the Park Board. The Park Board is responsible to post signs designating the Park hours of 6:00 a.m. to 10:00 p.m. as well as rules regulating dogs within the Park.

3. Mutual Indemnity. Each party agrees to indemnify and hold the other harmless from any loss, damage, or cost, including reasonable attorneys' fees, which the other party incurs from third party claims of any kind that arise from the actual or alleged wrongful acts or omissions of the other. If both parties are alleged or adjudicated to have engaged in wrongful acts or omissions, each party agrees to be responsible for that portion of the loss and expense attributable to that party's own actual or alleged wrongful acts or omissions. To the extent that indemnification is available and enforceable, the parties and their insurers shall not be liable in indemnity, contribution, or otherwise, for any amount greater than the limits of liability established by Wisconsin law.

4. Miscellaneous Provisions. The parties agree on the following additional provisions:

a. Not a Partnership. Nothing contained in this Agreement shall be construed as to constitute a partnership or joint venture between the parties.

b. Review. The parties agree that the terms and conditions of this Agreement will be reviewed annually in October.

c. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one agreement. Digital or facsimile signatures are deemed to have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth adjacent to the signatures below.

VILLAGE OF THERESA

By: Gody Steger
Village President

3/17/2025
Date

Attest:

Becky Telbin
Clerk-Treasurer

THERESA FIREMEN'S PARK, INC.

By: _____
Authorized Representative

Date