

**MEMORANDUM OF UNDERSTANDING REGARDING USE OF A FACILITY AS A
SHORT-TERM EMERGENCY EVACUATION SITE**

This memorandum of understanding ("Agreement") is entered into 13 day of November, 2019, ("Effective Date") by and between:

PARTIES: Dublin Park
300 Dublin Circle
Cottage Grove, WI 53527

("Owner")

And

Monona Grove School District
5301 Monona Drive
Monona, WI 53716

("District")

(Collectively, "the Parties")

RECITALS:

WHEREAS, The District has a need for a facility to serve as a short-term evacuation site for Glacial Drumlin School ("School") in the event that the School experiences an emergency or crisis requiring the evacuation of students and staff; and

WHEREAS, The Owner has a facility which includes space(s) or area(s) that are appropriate or adequate to serve as a school evacuation site for the School; and

WHEREAS, The Parties desire to reach an understanding that will result in the Owner providing a facility owned by the Owner to the District to serve as an emergency evacuation site for the School.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

TERMS AND CONDITIONS:

This Agreement is made for the temporary use of the facility designated below ("Facility") for use by the District as a short-term evacuation site for the School's students and staff in the event of a School evacuation. If the students and staff cannot return to the School following the evacuation, the students and staff will be bused from the Facility to their designated family reunification site to be unified with their families.

1. Facility Name and Address

Dublin Park
300 Dublin Circle
Cottage Grove, WI 53527
608-839-8968

2. Owner's Responsibilities

- a) The Owner has identified the Facility, and the District has determined that the Facility is suitable for use as a short-term evacuation site. The Owner will make the Facility available to the District as an evacuation site. Availability of the Facility will include use by the District, with advance notice, for no more than two evacuation drills conducted by the District on an annual basis (July 1 through June 30).
- b) The Owner will designate a person and one or more alternates to serve as the Owner's contact/representative for the Facility in the event of a School evacuation by the District. The Owner will provide the District with the necessary phone numbers to reach the Owner's contact/representative.
- c) The Owner will provide the District with access to the Facility during the school term in the event of a School evacuation. The Owner will provide the District with keys and/or access codes to exterior and interior doors needed to access the area(s) designated for use by the Owner in the event of an evacuation.
- d) The Owner will provide an orientation of the Facility to designated District staff. The orientation will include how to access the area(s) designated for use by the District in the event of an evacuation, location of lights, restrooms, drinking water, and available tables/chairs.

3. District's Responsibilities

- a) The School principal or designee will serve as the designated representative for the District in the event of an evacuation.
- b) The School principal or designee will be responsible for keys and/or access codes for the Facility issued to the District by the Owner.
- c) The School principal or designee will appoint an evacuation advance team that will be dispatched to the Facility ahead of students and staff. The advance team is responsible for readying the Facility for the arrival of students and staff being evacuated.
- d) The District will make reasonable efforts to give advance notice to the Owner prior to arriving at the Facility in the event of an evacuation.
- e) The District will only utilize area(s) in the Facility that the Owner has designated for use by the District.
- f) The District is responsible for providing appropriate supervision of its students at the Facility during an evacuation.
- g) To the extent permitted by law, the District agrees to indemnify, save and hold free and harmless, the Owner of the Facility, its officers, agents, representatives and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the Owner, its officers, agents, representatives or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to use of the Facility by the District as an evacuation site. Notwithstanding the foregoing, this hold harmless and indemnification provision does not include claims, demands, loss, liability, cost, or expense of any kind or nature whatsoever arising from the negligent, intentional, or reckless acts of the Owner, its employees, officers, agents, or representatives. Nothing herein is intended or shall

be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.

- h) The District will add the Owner as an "additional insured" on the District's General Liability Insurance Policy. The District shall provide the Owner with a Certificate of Insurance on an annual basis to verify coverage. The policy shall include personal injury and property damage coverage. Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.
- i) The District will not pay any operational or administrative fees to the Owner for use of the Facility as an evacuation site.
- j) The District agrees to reimburse the Owner, if requested, for all reasonable direct costs incurred by the Owner when the Facility is utilized by the District as an evacuation site.
- k) In the event of an evacuation, the District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to the Owner or the Facility shall be directed to the District Administrator of the District. The District will make a reasonable effort to recognize the hospitality of the Owner and the Facility in any press or media releases pertaining to the re-location and sheltering of students and staff.

4. Term

This Agreement shall be in force and effect from the Effective Date through June 30, 2020 ("Initial Period"). The Agreement shall be renewed automatically following the Initial Period for subsequent one-year (July 1 through June 30) terms unless either party provides notice of termination to the other party in writing at least ninety (90) days prior to June 30.

Notice of termination shall be in writing and shall be deemed to have been duly given if delivered or mailed, by courier, by facsimile confirmed by U.S. first class mail, by registered mail, first class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to the Owner:

Sean Brusegar, Director CG Parks & Rec
Dublin Park
300 Dublin Circle
Cottage Grove, WI 53527

If to the District:

District Administrator
Monona Grove School District
5301 Monona Drive
Monona, WI 53716

5. Entire Agreement, Interpretation, Severability.

This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, negotiations and undertakings, whether oral or written, between the Parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Invalidity of any provision of this Agreement shall not affect the validity of any other provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the United States of America, the State of Wisconsin, or local government. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

6. Changes and Modifications; Binding Effect.

No waiver, amendment, release, or modification of this Agreement shall be binding unless evidenced in writing signed by both Parties or an authorized representative of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and permitted assigns, but shall not be assignable, by operation of law or otherwise, by either of the Parties without the prior written consent of the other party.

7. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. Section Headings.

The headings to the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby acknowledge the foregoing as the terms and conditions of their understanding and have executed this Agreement or caused this Agreement to be duly executed by their authorized representative as of the day and year written below, but the Agreement shall take effect on the Effective Date.

Dublin Parl

Monona Grove School District

By: _____

By: _____

Sean Brusegar

Daniel W. Olson, Ed.D, Superintendent

Date: _____

Date: _____