

**MEMORANDUM OF UNDERSTANDING BETWEEN KIMBERLY SCHOOL DISTRICT AND
VILLAGE OF HARRISON REGARDING CONSTRUCTION OF NEW CONCESSION BUILDING AT
FARMERS FIELD**

This Memorandum of Understanding ("MOU") is made and entered into by and between **Kimberly School District** ("District") and **Village of Harrison** ("Village") (together, the "Parties"), to construct a new concession stand building at Farmers Field Park located at W5807 Manitowoc Road, Menasha, WI 54952.

AGREEMENT

1. **Purpose, Scope, and Trigger Event.** The purpose of this MOU is to confirm the Parties' respective responsibilities involving construction of a concession stand building by District. The Village is contracting with McMahon to provide programming and schematic design services for the proposed new pavilion, located at W5807 Manitowoc Road. McMahon working with the Village and the District will design a building that can be built by the Kimberly High School's ACE Academy.
2. **Term and Termination.** This MOU is effective upon the last date signed by the authorized representatives of the Parties, and shall remain in force and effect until the need for such an agreement is no longer present, unless written notice of termination is given by either party.
3. **Village's Obligations.** Village will manage the architectural consultant, McMahon, working with the facility leaders of Kimberly High School's ACE Program to determine the necessary programming and schematic design of the new building at Farmers Field. The Village and consultant shall determine the materials needed for the project. The Village will bid and/or contract for the materials only. The Village will provide the District with electricity to complete the project. Village shall list the School District as an additional insured on the Village's insurance policy.
4. **District's Obligations.**
 - a. District shall provide supervision for all students and staff during the time they are on site completing the project.
 - b. District shall provide proof of insurance to the Village.
 - c. District shall provide transportation to and from the site.
 - d. District shall provide all tools and equipment necessary to complete the work.
 - e. District shall sub-contract with vendors needed to complete the project, unless otherwise worked out among the parties.
 - f. District shall obtain a signed release on the attached form from each student (to the extent 18 years or older) and from a parent or legal guardian (to the extent a student has not yet reached the age of 18).
5. **Mutual Indemnification.** Each of the Parties agrees to fully indemnify, defend, and hold harmless the other (including its appointed and elected officials, officers, employees, and agents) from and against any damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct or breach of this agreement by the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated

to such party under this MOU. Neither of the Parties, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this MOU. However, there shall be no duty to indemnify or defend in the event and to the extent that a party would otherwise be immune from liability under Wisconsin Statutes §894.80.

Insurance. Each party shall maintain the following insurance coverages at the following minimum limits and shall name the other party as an additional insured:

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

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| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

Workers Compensation and Employers’ Liability as required by Wisconsin State Statute. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit

6. **Amendments.** Any changes, modifications, revisions or amendments to this MOU shall be in writing and signed by both Parties.

7. **Severability.** Nothing in this MOU is intended to conflict with current laws or regulations of the United States, the State of California, or local government. If any provision of this MOU shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

8. **Notices.** Any and all notices required to be given hereunder may be emailed as follows:

To District: **Holly Prast:** hprast@kimberly.k12.wi.us
To Village: **Chad Pelishek:** cpelishek@harrison-wi.org

9. **Entirety of Agreement / Integration.** This MOU represents the entire and complete agreement between the Parties and supersedes any prior negotiations, representations and agreements, whether written or oral.

10. **Counterparts / Electronic Signatures.** This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument. Further, the Parties agree that, for the purposes of this MOU, an electronic signature shall have the same force and effect as an original signature.

KIMBERLY SCHOOL DISTRICT

Dated: _____

By: _____
Holly Prast
Assistant Superintendent

VILLAGE OF HARRISON

Dated: _____

By: _____
Allison Blackmer
President