

## Memorandum of Understanding for Sheltering and Mass Care Facilities

This Memorandum of Understanding (**MOU**) is entered into by and between the **Richland School District** (the "District") and the **City of Richland Center** (the "City").

### Purpose

The purpose of this MOU is to establish a framework for cooperation and define the roles and responsibilities of the District and the City for providing temporary shelter to District students and staff in the event of an emergency. For the purposes of this agreement, an emergency is defined as any natural disaster, severe weather event, or other situation that requires the immediate evacuation and sheltering of students and staff, as determined by the District or other relevant authorities.

### 1. Designated Shelter and Facility Use

The City agrees to make its building located at [Redacted] available to serve as an emergency shelter for District students and staff.

- **Capacity and Availability:** The building has a capacity to accommodate approximately [Redacted], subject to fire and safety regulations. The City will notify the District immediately if the building is unavailable due to prior commitments, maintenance, or other emergencies and will make reasonable efforts to provide an alternative location.
- **Access and Utilities:** The City will be responsible for opening the building and providing access to restrooms and, if feasible, an area with phone and internet access for District administrative personnel. The City will also cover the costs of basic utilities (e.g., electricity, water, heating) during the period of use. The District will reimburse the City for any additional costs incurred directly related to the sheltering event.

### 2. Responsibilities of the Parties

#### District Responsibilities

- **Supervision:** The District is responsible for supervising all students and staff while using the facility as an emergency shelter.
- **Care and Maintenance:** The District will ensure the facility is left in its original condition, including cleaning and waste removal. The District will be responsible for replacing, restoring, or repairing any damage to the building, facilities, or equipment resulting from its use.
- **Reimbursement:** The District will reimburse the City for documented personnel costs, including overtime, that are directly attributable to the sheltering event and necessary to maintain the facility during the period of use. The City shall provide itemized invoices or time sheets within thirty (30) days of the conclusion of the event.

- **Indemnification:** Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its officials, employees, and agents from any claims, damages, or liabilities arising out of or resulting from the negligent acts or omissions of the indemnifying party in connection with this MOU.
- **Insurance:** The District will maintain adequate insurance coverage, including general liability and property damage, and will name the City as an additional insured. Proof of insurance will be provided to the City annually.

### **City Responsibilities**

- **Notification:** The City will notify the District as soon as possible if the designated facility becomes unavailable for any reason.
- **Access:** The City will ensure that the designated facility is accessible to District personnel and students in the event of an emergency, including providing access to restrooms and a designated area for District administrative staff.

### **3. Communication and Public Information**

- **Emergency Contact:** The District will make every effort to notify the City of potential evacuation needs with as much advance notice as possible. Contact information for key personnel from both the District and the City will be maintained in a separate, confidential appendix. Both parties will consult legal counsel before denying any public records requests related to this appendix.
- **Media and Press:** The District will be responsible for all press and media releases related to the sheltering of students and staff. All requests for information or interviews directed to the City will be referred to the District's Public Information Officer or the Superintendent of Schools. The parties agree to coordinate on any joint statements as appropriate.

### **4. General Provisions**

- **Compliance with Law:** Both parties will comply with all applicable federal, state, and local laws and regulations, including Wisconsin's emergency management statutes. If any term of this MOU conflicts with these laws, that term will be invalid, but the remaining provisions will remain in full force and effect.
- **Force Majeure:** Neither party will be liable for a failure to perform its obligations under this MOU due to events beyond its reasonable control, such as acts of God or governmental orders. The affected party must notify the other party promptly.

- **Entire Agreement:** This MOU represents the entire understanding between the District and the City and supersedes all prior agreements, discussions, or understandings, whether oral or in writing.
- **Annual Review:** Annually, the parties agree to review and update contact information, procedures, and any other relevant aspects of this MOU.
- **Modification and Termination:** This MOU may be modified only by mutual written consent of both parties. This MOU shall remain in effect continuously unless and until terminated by either party upon sixty (60) days' written notice to the other party.
- **Premises Control:** The City retains ownership, possession, and control of the designated facility at all times. Use of the facility by the District under this MOU does not create a leasehold interest, tenancy, joint venture, or transfer of control of the premises.

**5. Effective Date**

This agreement shall become effective on [effective date].

The undersigned parties hereby agree to the terms and conditions of this Memorandum of Understanding.

AND NOW, on this \_\_\_\_ day of \_\_\_\_\_20\_\_, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

**City of Richland Center**

**Richland School District**

\_\_\_\_\_  
 Todd Coppernoll  
 Mayor

\_\_\_\_\_  
 Steven Board  
 Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_