

FACILITY AGREEMENT BETWEEN THE RICHLAND SCHOOL DISTRICT AND THE CITY OF RICHLAND CENTER

July 1, 2024 – June 30, 2026

The City of Richland Center and the Richland School District agree to allow use by the other of facilities identified herein for established programs during the term of this Agreement without charge unless required by School Board Policy and/or City Policy, subject to the terms of this Agreement. This Agreement is in lieu of a sanctioned request.

RC PARKS AND RECREATION FACILITIES SUBJECT TO THIS AGREEMENT

Krouskop Park
North Park
Richland Community/Senior Center Building
Family Aquatic Center
Stori Field
City Bike/Walking Paths
Safe Routes to School Pathway

RICHLAND SCHOOL DISTRICT FACILITIES SUBJECT TO THIS AGREEMENT

All programs will be Official Programs that are managed by the Richland School District; all fees are paid to the School District, and if applicable, coaches will be hired by School District employees or contracted.

Richland Center High School Building & Facilities
Richland Center Intermediate School Building & Facilities
Richland Center Primary School & Facilities
Safe Routes to School Pathway

RC PARKS AND RECREATION PRIORITY PROGRAMS SUBJECT TO THIS AGREEMENT

All programs will be Official Programs that are managed or sponsored by the Recreation Department.

All RC Parks and Recreation and Sanctioned Programs

RICHLAND SCHOOL DISTRICT PRIORITY PROGRAMS SUBJECT TO THIS AGREEMENT

Grade 7-12 Athletic games/meets and practices
Academic Testing

It is agreed that each party will:

1. Complete facilities use forms as per policy or regulations of the facility owner, and prior to the season or prior to the need to use the facility.
2. Distribute the Richland School District & City of Richland Center Immunity, Liability and Assumption of Risk document.
3. End activities by 10:00 PM.
4. Be responsible for cleanup after each event sponsored by the party.
5. Provide restroom facilities available for use on their property, unless otherwise agreed.
6. Provide timely field and facility maintenance on their property, such as mowing, rolling, and dragging.
7. Provide competent adult supervision during that party's program events.
8. Maintain general liability insurance, name the other as an additional named insured, and provide a certificate of insurance.
9. Make available lights and electricity as requested for activities held pursuant to this Agreement.
10. Be subject to a determination by the facility owner to shut down a building or activity due to weather.
11. Be subject to a determination by the facility owner to shut down or limit use of facilities for maintenance needs.
12. Notify the other party as soon as possible in the event a game or event needs to be canceled or rescheduled.
13. District and City mutually agree that each party will insure its property as the facility owner deems fit.
14. Neither party shall do or permit any act or allow any omission which in any way jeopardizes the liability immunities or procedural protections for cities and school districts set forth in Chapters 893 and 895 of the Wisconsin Statutes.
15. The parties agree to meet in **January 2025 and January 2026** to review this Agreement.

16. The parties agree that the term of this Agreement is two (2) years. If any dispute over the meaning and application of this Agreement should arise between the parties during the term of this Agreement, or if a party identifies/is presented with circumstances that make one or more provisions of this Agreement unworkable, the parties will meet and confer in an effort to resolve the situation.

17. The use of Stori Field may be discontinued at the discretion of the City of Richland Center. In the event discontinuation of use should occur, reasonable notice shall be provided, if practicable.

18. Additional programs or facilities may be negotiated as necessary during the term of this Agreement between Richland School District Administrator, (or Designee) and Richland Center City Park Board (or Designee), subject to approval by the City Council and the Richland School District Board of Education.

CITY OF RICHLAND CENTER

RICHLAND BOARD OF EDUCATION

Mayor

President

City Council President

Clerk

Park Board President

Treasurer

Approved on _____

Approved on _____