

# Memorandum of Understanding and Agreement

The following constitutes an operating agreement between the Ridgeway Farmer's Market, a subsidiary of the Bona Dea Project, and the Village of Ridgeway, 208 Jarvis St., Ridgeway, WI 53582, Iowa County. This agreement shall be binding for one year following the date of signatures below, and to be renewed annually unless it is modified by mutual agreement of the Village of Ridgeway Board of Trustees (hereafter referred to as "the Village") and the Ridgeway Farmer's Market (hereinafter referred to as "the Market").

This memorandum of understanding establishes a framework for a sustainable partnership between the organizations in order for mutual support to continue and establish a framework for a productive working relationship. This Memorandum of Understanding replaces all other agreements or contracts that may exist between the organizations.

The mission of the Market is to offer local produce, meats, baked goods, handmade items, community resources and more for the sustainability, health, and the future of our community. As its own association of volunteers, it is a legally distinct entity and is not a part of the village staff or governing body.

The Market has worked to achieve its mission since 2018, and is an essential community event.

For the continuation of these efforts -

The Village agrees to:

- Provide for village park maintenance and improvements
- Maintain and clean the bathrooms
- Mow and maintain weeds in the park
- Provide for utility services at the village park
- Provide picnic table maintenance
- Provide Park Shelter Maintenance and arrange for Park Shelter Reservations outside of the Farm Market schedule
- Provide space at the Ridgeway Community Center for Winter Markets

The Market agrees to:

- Promote the community and its events
- Provide volunteer opportunities to get people involved in the community
- Notify the village of their policies and Winter and Summer schedules prior to the start of the season so the spaces can be reserved
- Abide by all local, state, and federal rules and regulations

### Both parties agree to:

- Work actively and collaboratively together to achieve the specified goals and objectives during the term of this agreement.
- Communicate as needed to discuss applicable site-related issues and Markets to make timely decisions on matters necessary for proper implementation and administration of this agreement
- Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties and to resolve differences
- Take steps to avoid the appearance that either party represents the views of or directs the management or decision-making process of the other
- Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The Village is not responsible or liable for lost, damaged, or stolen Market property while housed on Village property.

### General Provisions and Communication with the Village:

If there is an Urgent Matter Call: 911

If there is a routine service and/or maintenance issue notify:

1. Streets & Parks Department
  - a. Office Phone: 608-937-9872
  - b. Email: [streetsandparks@ridgewaywi.gov](mailto:streetsandparks@ridgewaywi.gov)
2. Village Office
  - a. Phone: 608-924-5881
  - b. Email: [info@ridgewaywi.gov](mailto:info@ridgewaywi.gov)

Note: Street light outages get reported directly to Alliant Energy. Use the link through the village website or here:

<https://www.alliantenergy.com/CustomerService/AlliantEnergyService/OutageCenter/RequestaStreetlightRepair>

If there is a request outside of routine service/maintenance:

Regular Village Board meetings are typically the second Tuesday of the month at 7:00 pm. Please notify the Village Clerk at 608-924-5881 or [clerk@ridgewaywi.gov](mailto:clerk@ridgewaywi.gov) of a requested Agenda item at least one-week prior to the scheduled monthly meeting so it can be added to the agenda for discussion/action.

If there is a large request that includes a potential funding request from the village, please bring it to the Village Treasurer by August for addition to the Finance Committee agendas for their review and discussion during the formation of the following year's budget. Requests outside of this time will be added to the discussion for the following year's budget in September of the same year.

### Insurance

The Village has liability insurance on all village land and in all village buildings.

Volunteers that carry their own homeowner or renter's insurance have coverage for liability when volunteering. All policies have this coverage. It is likely that the village liability insurance would cover limitations in a homeowner or renter's policy coverage.

## Agreement Officers

Officer for the Village of Ridgeway; Board of Trustees President: Bradley Butler

Bona Dea Officers; \_\_\_\_\_

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## Agreement Renewal and Termination

Every year when this memorandum of understanding and agreement is up for renewal the Market and Village Board will meet to review, modify, and sign the supplemental agreement.

## Signatures:

The parties below have caused this agreement to be executed by their respective duly authorized representatives.

Sign: \_\_\_\_\_

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

Bona Dea Officer

Sign: \_\_\_\_\_

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

Bona Dea Officer

Sign: \_\_\_\_\_

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

Bona Dea Officer

Sign: \_\_\_\_\_

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

President, Ridgeway Village Board of Trustees