

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, LAKELAND UNIVERSITY,
AND KOHLER CREDIT UNION REGARDING
THE 2023 MEMORIAL DAY PARADE IN SHEBOYGAN, WISCONSIN

This Agreement is between the City of Sheboygan ("City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin; Lakeland University, Inc. ("Lakeland"), a non-stock corporation with offices located at W3718 South Drive, Plymouth, Wisconsin; and Kohler Credit Union ("KCU"), a not-for-profit financial cooperative, with offices located at 5727 Superior Avenue, Sheboygan, Wisconsin.

WITNESSETH:

WHEREAS, Sheboygan has a proud tradition of hosting an annual Memorial Day Parade and Fountain Park Ceremony ("Parade") to honor fallen service members; and

WHEREAS, the City desires to contract with an entity to provide the necessary services to organize and conduct the Parade and to obtain a sponsor to fund the costs of event planning services; and

WHEREAS, Lakeland desires to continue providing the City with Event Management Services under the terms of this Agreement; and

WHEREAS, KCU desires to continue sponsoring costs for Event Management Services under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCU's Responsibilities:

- a. By January 31, 2023, KCU shall remit an initial sponsorship payment of \$1500.00 to Lakeland.
- b. Within seven calendar days of May 29, 2023, KCU shall remit a final sponsorship payment of \$1500.00 to Lakeland. KCU shall not be responsible for this payment if the Parade is cancelled for any reason.
- c. KCU shall provide sponsorship support for incidental costs associated with the Parade. This sponsorship shall be handled via separate agreement between KCU and Lakeland.

2. Lakeland's Responsibilities.

- a. Lakeland shall assume responsibility for organizing, promoting, and executing the Parade. This includes but is not limited to:
 - i. Coordination and management of all pre-Parade logistics, including but not limited to:

1. Negotiations for services and management of all necessary suppliers such as portable restrooms during the Parade, fencing, seating and set-up, electrical fulfillment; and any other supplier relationship that may be necessary to successfully manage the event. Any agreements entered into for supplies and/or services shall be between the third party and Lakeland.
 2. Timely obtaining all necessary permits, licenses, and permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the Parade.
 - ii. Coordination and management of Parade-day logistics, including but not limited to:
 1. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Department of Public Works, and other municipal departments, as necessary, to ensure public safety and proper use and need for City equipment and services such as public park use, traffic control, trash and recycling services, street closures, crowd control.
 2. Parade logistics such as participant staging, parade entry, line-up coordination, official Parade announcements.
 - iii. Oversight of post-Parade clean-up activities
 - b. Lakeland shall assume responsibility for the means, methods, techniques, sequences, and procedures by which it undertakes its responsibilities.
 - c. Lakeland shall comply and shall ensure that all participants, vendors, agents, and other third parties working in concert with Lakeland, comply with all applicable health guidance issued by Sheboygan County, the State of Wisconsin, or the Federal Government in effect on the day of the Parade.
3. City Responsibilities.
- a. City shall provide the following at no cost:
 - i. Use of Fountain Park for the post-parade ceremony;
 - ii. Use of City streets and lots, upon approval of a parade permit request submitted by Lakeland;
 - iii. Police aid for traffic and crowd control throughout the Parade;
 - iv. Department of Public Works support and equipment

4. General Provisions.

- a. Access to Records. The parties recognize that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Lakeland and KCU acknowledge that they are obligated to assist the City in retaining and producing records related to this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, in which case the breaching party must defend and hold the City harmless from liability under the Wisconsin Public Records Law. Lakeland and KCU shall maintain all records related to this Agreement for a period of not less than 7 years after the termination of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.
- b. Assignment. No party shall assign, transfer, convey, pledge, sublet, or otherwise dispose of its interest in this Agreement without the prior consent of the other parties in writing.
- c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- d. Compliance with All Laws. In performing the services under this Agreement, the parties shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.
- e. Conflict of Interest. Each party declares that it has no present interest, nor shall it acquire any interest—direct or indirect—which would conflict with the performance of the responsibilities set forth in this Agreement. The parties agree that no person having any such interest shall be employed in the performance of this Agreement.
- f. Default. Should any party be in default of the terms and provisions of this Agreement, and should such default continue for more than 30 days after written notice of the default from a non-defaulting party, then a non-defaulting party may terminate this Agreement upon written notice to the other parties.
- g. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
- h. Hold Harmless/Indemnification. To the extent permitted by law, Lakeland shall hold harmless, defend, and/or indemnify KCU and the City from any and all claims, actions, suits, charges, awards, fines, labor disputes, charges or costs of any kind or character including attorney's fees and court costs that arise, or may arise, out of Lakeland's performance or non-performance of any term, obligation, service, or condition as set forth in this Agreement.

- i. Independent Contractor. The parties to this Agreement are not partners. During the entire term of this Agreement, the relationship between the parties shall be that of independent contractors. No personnel, agent, or subcontractor of one party shall represent themselves to be an employee or otherwise affiliated with any other party to this Agreement.
- j. Intent to be Bound. Each party binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other parties in respect to all provisions of this Agreement.
- k. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Lakeland shall have: (1) no power to solicit proposals, bids, or contracts on behalf of the City and (2) no authority to bind the City or act on the City's behalf in any manner whatsoever. Lakeland's authority is hereby limited to those duties and responsibilities specifically enumerated herein.
- l. Modifications. This Agreement may be modified or amended by the parties at any time, provided such changes are mutually agreed to, in writing, and signed by all parties.
- m. Nondiscrimination.
 - a. In connection with the performance of the services under this Agreement, Lakeland agrees not to discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Lakeland further agrees to take affirmative action to ensure equal employment opportunities.
 - b. The selection of participants in the Event shall be done on a basis that does not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.
- n. Notice. Any notice required by this Agreement shall be made in writing to the parties as addressed below:

City
City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

KCU
Laura Gabrielse
Kohler Credit Union
5727 Superior Ave.
Sheboygan, WI 53083

Lakeland
Kym Leibham
Lakeland University
W3718 South Drive
Plymouth, WI 53073

This shall not be construed to restrict the transmission of routine communications between representatives of the parties.

- o. Other Sponsors. The Parties anticipate that KCU will be the only sponsor for the Event. If, during the course of planning the Event, one or more Parties believe that additional sponsors are appropriate, both KCU and the City must consent in writing to any additional sponsor. The Mayor shall have the authority to make this consent on behalf of the City.
- p. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- q. Term. This Agreement shall cover the 2021 Event only. This Agreement shall begin upon its execution by all parties, and shall continue until July 15, 2021, unless it is extended by mutual agreement of all parties.
- r. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
- s. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.


CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

DATED: _____

LAKELAND UNIVERSITY, INC.

BY: _____

James C. Jones
Vice President for Human Resources

DATED: 03/23/2023

KOHLER CREDIT UNION

BY: _____

Laura Gabrielse

Senior Vice President of Member Experience

DATED: _____

4/4/2023

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