

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SHEBOYGAN  
AND  
SHEBOYGAN AREA SCHOOL DISTRICT-COMMUNITY RECREATION  
DEPARTMENT**

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the City of Sheboygan (“City”) and the Sheboygan Area School District – Community Recreation Department (“SASD”) regarding use of City properties for summer recreation programming.

**BACKGROUND**

The City and SASD have enjoyed a decades-spanning partnership relating to summer recreation programming for area residents. The Parties agree that this programming is an important offering for area residents and that their continued partnership is in the community’s best interest. Historically, SASD managed property rental and reservation for summer programming. Within recent years, the City has resumed management. To ensure SASD retains sufficient, exclusive access to those areas of City property necessary or desired for summer programming, the Parties desire to enter into this MOU to clarify expectations and responsibilities.

The Parties therefore agree as follows:

- I. **Effective Date and Term.** This MOU shall be effective as of July 1, 2025 and shall expire on December 31, 2035. This MOU shall automatically renew for two five-year terms and may be further extended by mutual, written agreement of the Parties. Either Party may terminate this MOU upon thirty days’ written notice to the other Party.
  
- II. **Program Scheduling Notice.** The Parties recognize that summer recreational programming is different from year to year. SASD agrees to submit to City a complete list of recreational program events expected to take place on City property at least sixty days prior to the first scheduled event. This program agenda shall identify the date(s); time(s); impacted properties; area(s) within the impacted properties intended to be used for programming and whether shelters will be used; a general description of event activities; whether any temporary installations such as tents, tables, etc., are planned; and whether restroom facilities will be needed. SASD shall also provide telephone and email contact information for at least one person for each event, including an on-site contact.
  - A. **Scheduling Changes.** SASD agrees to notify the City as soon as practicable when SASD has made the decision to cancel, reschedule, or relocate an event or program.

- III. **Property Use and Condition.** SASD agrees to leave each City property it utilizes for programming in a clean and sanitary condition. SASD therefore agrees to ensure that litter is properly disposed of from the utilized area(s) and restroom facilities. If SASD anticipates higher-than-ordinary waste or recycling generation as part of a program, SASD will request additional waste and/or recycling containers from the City at least thirty days prior to the scheduled event. SASD agrees to reimburse the City for actual costs incurred to bring the property to the condition it had been prior to a program/event, whether such expense arises from damage repair or park cleaning.
- IV. **Staking and Other Property Modifications.** SASD agrees to contact Digger's Hotline in advance of any staking or digging activities and to properly avoid areas in accordance with the markers. SASD bears sole responsibility for ensuring the adequacy of stakes or securing mechanisms for temporary structures such as tents, ball nets, etc. Any signs erected by SASD to support its programming shall conform to the Sheboygan Municipal Code and shall be promptly removed upon program completion.
- V. **Insurance.** SASD agrees to obtain and maintain liability insurance sufficient to satisfy the City's Special Events Insurance requirements and to submit proof thereof at least sixty days prior to the first scheduled event via Certificate of Insurance and Additional Insured endorsement.
- VI. **Indemnification.** To the extent authorized by law, SASD agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, claims, demands, damages, liabilities, costs, and expenses of whatsoever kind or nature in any manner caused, occasioned or contributed to in whole or in part by reason of any act, omission, fault, or negligence by SASD arising out of, or in connection with this Agreement. Nothing in this Agreement shall be construed as either party waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin statutes or other applicable law. This provision shall survive Agreement termination.
- VII. **Governing Law & Dispute Resolution.** This MOU shall be construed in accordance with the laws of the State of Wisconsin. Disputes shall be resolved via good faith negotiation. Should that fail, either party may pursue relief in mediation or Sheboygan County Circuit Court.
- VIII. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IX. **Notice.** Any notice required by this Agreement shall be made in writing to the parties as addressed below. This shall not be construed to restrict the transmission of routine business communications between the parties.

City of Sheboygan  
Attn: City Clerk  
828 Center Ave.  
Sheboygan, WI 53081

Sheboygan Area School District -  
Community Recreation Department  
Attn: Jody Brooks  
3330 Stahl Road  
Sheboygan, WI 53081

X. **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.

**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:

\_\_\_\_\_  
Director of Public Works and Engineering

\_\_\_\_\_  
Date

SHEBOYGAN AREA SCHOOL DISTRICT –  
COMMUNITY RECREATION DEPARTMENT

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date