Memorandum of Understanding Between the School District of Waupaca and

Town of Farmington, Waupaca County, Waupaca, WI Sheltering and Mass Care Facilities

This agreement is made and entered into between the School District of Waupaca and the Town of Farmington to establish shelter site locations and terms of use in the event of an evacuation of the students and staff from the Chain Exploration Center (CEC) of the School District of Waupaca.

The School District of Waupaca will make every effort to notify the Town of Farmington of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

The Town of Farmington agrees to have a School District lock box installed outside next to the front door with a swipe card inside for their use to enter the building. A security code will be included as well as an inside key to the office. The Town Hall is located at (E913 Prairie View Lane, Waupaca, WI 54981). This building will provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered. The Town of Farmington Town Hall has a capacity to accommodate approximately 176 people.

The Town of Farmington understands that their municipality or Board members and Clerk will not be responsible for opening the building or developing procedures for the students and staff. The Town Hall is handicapaccessible, including rest rooms and an office area with phone and internet connection (if available) for CEC administrative personnel. Furthermore, the School District of Waupaca will provide supervision for all students and staff during the time that the facility is used as an emergency shelter site. Rural Mutual Insurance has no issue with this agreement and that nothing extra needs to be added to Town policy.

The School District of Waupaca agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse The Town of Farmington for any items, materials, equipment or supplies that may be used by the District in the conduct of its sheltering activities in said facilities.

The School District of Waupaca will be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to the Town of Farmington.

The School District of Waupaca will reimburse the Town of Farmington for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets. The School District of Waupaca will not pay any operational or administrative fees to the Town of Farmington.

The School District of Waupaca shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to the Town of Farmington shall be

directed to the School District of Waupaca's Public Information Officer or the Superintendent of Schools.

The School District of Waupaca will make every effort to recognize the hospitality of the Town of Farmington in any press or media releases pertaining to the re-location and sheltering of students and staff.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, the State of Wisconsin, or local government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on May 18, 2021 and may be modified upon the mutual written consent of the parties.

The terms of this agreement, as modified with the consent of both parties, shall be self-renewable for a period of five (5) years from the end date of the agreement unless written termination is given by either party. Either party, upon sixty (60) days written notice to the other party, may terminate this agreement.

The terms of this agreement, as modified with the consent of both parties, AND NOW, this 17th day of May 2021, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Superintendent of Schools, School District of Waupaca

05.17.2021

Date

Authorized Signature,

Town of Farmington

Date

Principal and CEO, Chain Exploration Center

05/7

Date