

MEMORANDUM OF UNDERSTANDING YMCA PARKING ENFORCEMENT

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 N. Appleton Street, Appleton, Wisconsin (“City”).
- 1.02 The Young Men’s Christian Association of the Fox Cities, Inc., a Wisconsin non-stock corporation, maintaining administrative offices at 218 East Lawrence Street, Appleton, WI 54911 (“YMCA”).

II. THE RECITALS

WHEREAS,

- 2.01 The YMCA owns and operates the parking ramp at 120 S. Oneida Street known as the Soldiers Square Ramp, and has established three hour parking limitations in said Ramp effective Monday through Friday, 8:00 a.m. to 6:00 p.m.
- 2.02 The YMCA owns the parking lot located at southeast corner of Lawrence and Morrison Streets, and has established 10 minute parking limitations in said Lot, effective Monday through Friday, 8:00 a.m. to 6:00 p.m.
- 2.03 That the YMCA wishes to increase enforcement of the time limitations on parking in both the Ramp and the Lot (“YMCA facilities”).
- 2.04 Both the City and the YMCA recognize that allowing vehicles to remain parked in these facilities beyond the established time limitations is detrimental to both the intended use of the YMCA facilities and to the appropriate use of City parking facilities.

III. THE AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 That pursuant to the Agreement for Purchase and Sale of Property dated June 21, 1996 the parties enter into this agreement for operational services, i.e., parking restriction enforcement by the City.
- 3.03 That the YMCA will post appropriate signs at both YMCA facilities designating all parking restrictions.
- 3.04 That the City shall provide enforcement of said restrictions.
- 3.05 That the City shall solely determine the frequency and scheduling of parking enforcement in the YMCA facilities.
- 3.06 The YMCA shall make the final decision on any appeal of citations issued in the YMCA facilities.
- 3.07 The YMCA shall be responsible for securing all funds necessary to appropriately sign the YMCA facilities and to maintain said signage, with no contribution required from the City.
- 3.08 That as remuneration for its parking enforcement activities, the City shall retain all funds received from the issuance and payment of parking citations at the YMCA facilities.
- 3.09 This agreement shall be in effect until June 30, 2016, and shall automatically renew for subsequent three (3) year periods thereafter. Either party may cancel this agreement by providing the other with sixty (60) days written notice prior to cancellation.

IV. SEVERABILITY CLAUSE

4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as is that clause did not exist.

V. INDEMNIFICATION CLAUSE

5.01 In consideration of the benefits derived from this agreement, the YMCA agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by the YMCA, its officers, officials, employees, students, volunteers, agents or anyone for whose acts they may be liable except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this _____ day of May, 2013.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE FOX CITIES, INC.

Attest: _____

By: _____
William R. Breider III, CEO YMCA

Attest: _____

By: _____
Danielle Englebort, District Executive YMCA

CITY OF APPLETON

Attest: _____

By: _____
Timothy M. Hanna, Mayor

Attest: _____

By: _____
Charlene M. Peterson, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Lisa A. Remiker, Finance Director

James P. Walsh, City Attorney