

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
D/B/A THE UNIVERSITY OF WISCONSIN-LA CROSSE
AND
THE CITY OF LA CROSSE**

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the date of last signature between the parties (hereinafter the "Effective Date") by and between the Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin-La Crosse (hereinafter "UWL") and the City of La Crosse on behalf of its La Crosse Parks, Recreation & Forestry Department (hereinafter the "City").

WHEREAS, the City owns and operates a parking lot with seven (7) current parking spaces adjacent to the Veteran's Memorial Pool located at 1901 Campbell Road, La Crosse, WI 54601 (hereinafter the "Memorial Pool Lot"; and

WHEREAS, UWL owns a parking lot on the UWL campus known as "Lot C-9" with seventy-nine (79) current parking spaces located adjacent to Veteran's Memorial Pool and accessible from Campbell Road; and

AND WHEREAS, the City and UWL are interested in working together to provide a mutual exchange of parking access in the general vicinity of Veteran's Memorial Pool for their employees and staff, agents, students, and patrons/guests during certain peak times of the year where additional parking availability would be beneficial; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations and commitments contained herein, the Parties agree as follows:

I. Terms of Exchange

- A. The City agrees to provide at no cost UWL with permitted use and access to the seven (7) Memorial Pool Lot parking spaces for the duration of the UWL school year (i.e., roughly early September to mid-May). In exchange, UWL shall provide at no cost the City with general use and access to the parking spaces in Lot C-9 during the summer months (i.e., roughly early June to late August) in which Veteran's Memorial Pool is open for public use.
- B. Use and access as used in Paragraph I.A. shall mean usage of the respective parking lot during the following hours of operation:
 - City's Use of Lot C-9 shall be limited to normal pool hours of operation for Veteran's Memorial Pool. However, Lot C-9 is free for parking for the general public on the weekends and from 7:00 pm to 2:00 am on weekdays.
 - UWL's use of the Memorial Pool Lot: During normal UWL campus hours
- C. For purposes of facilitating the parking access exchange, each party shall provide on an annual basis on or before May 1st each year a schedule showing the precise dates and times of intended use of the other party's parking lot.
- D. UWL will not require parking permits for usage of Lot C-9 during the agreed upon access periods and shall not enforce parking permit fees. Parking spaces are not specifically designated or assigned to a specific individual and shall be available to City's employee's and staff and City's patrons and visitors on a first-come-first served basis. City acknowledges that its usage shall be shared with UWL employees and staff and UWL students who do purchase parking permits on campus.
- E. The City agrees to allow UWL to install temporary signage upon the Memorial Pool Lot during UWL access periods. The City shall be granted prior review and approval of the signage, of which such approval shall not be unreasonably withheld. The costs of such signage, including installation and removal costs, shall be borne by UWL.
- F. UWL agrees to be responsible for snowplowing the Memorial Pool Lot during the winter months. UWL also agrees to maintain responsibility for any injuries and/or damages resulting from said snowplowing to the extent permitted by applicable law.

- G. Each party agrees to be responsible to the extent permitted by applicable law for any injuries and/or damages directly resulting from that party's use (or its employees', agents', students, patrons', or visitors' use) of the other party's parking lot.

II. Term & Termination

- A. The term of this MOU shall commence on the Effective date and remain in full force for an initial one (1) year term. The parties may mutually agree in writing to extend the MOU for additional one (1) year terms. The parties shall meet no later than ninety (90) days prior to the expiration of the then current term to discuss whether to extend the MOU, to modify the MOU, or to let the MOU lapse.
- B. Either party may also terminate this MOU at any time and for any reason by providing ninety (90) days' written notice to the other party of its intent to terminate.

III. Notice

- A. Any notices to be provided under this MOU shall be sent to the respective party's representatives listed in the signature blocks below at the addresses listed in the signature block unless stated otherwise at a future date in writing later by the parties.

IV. Additional Provisions

- A. This MOU and any dispute arising from or related to this MOU shall be governed by the law of the State of Wisconsin, without regard to the conflicts of laws provisions thereof.
- B. Neither party shall assign this MOU to any third party without the other party's prior written consent. Any assignment in violation of this Section IV.B. is void.
- C. This MOU constitutes the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this MOU. No agreement or understanding changing, modifying or extending this MOU shall be binding on either Party unless in a writing signed by both parties' authorized representatives.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives on the Effective Date.

City of La Crosse:

**Board of Regents of the University of Wisconsin
System d/b/a the University of Wisconsin-La Crosse**

Sign: _____
Jay Odegaard
Director of La Crosse Parks, Recreation
& Forestry

Sign: _____
Robert J. Hetzel
Vice Chancellor for Administration & Finance

Date: _____

Date: _____

Address: 400 La Crosse Street
La Crosse, WI 54601

Address: 1725 State Street
La Crosse, WI 54601