

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY BOARD CONSIDERATION

ITEM DESCRIPTION: Memorandum of Understanding (“MOU”) between Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and City of Sheboygan.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: October 17, 2019

MEETING DATE: November 19, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: \$65,500
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

STAFF COMMENTS: This proposed MOU is an update to the current 2015 MOU. The Department of Public Works is in full support of MPA’s mission and this MOU.

ACTION REQUESTED: Motion to approve and recommend to the Public Works Committee.

ATTACHMENTS:

- I. MOU between Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and City of Sheboygan.

Memorandum of Understanding

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. (“MPA”) and the City of Sheboygan (“City”) regarding the City’s financial support of the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park (“Maywood”) since Maywood was established over 30 years ago. The City supports MPA’s mission: “Fostering environmental stewardship through educational and outdoor experiences designed to connect our community with the natural world.” One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the continued success of the Agreement, and facilitate the parties’ future partnership, if so desired by the parties.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

- a) MPA acknowledges that Maywood is a public City park and will continue to stay open free of charge to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
- b) MPA agrees and understands that changes to land or facilities will first need the approval of the City.
- c) MPA has established the position of Park Director for Maywood, and will keep that position in place for the duration of this Agreement.
- d) The City agrees to contribute funding towards the salary of Maywood’s Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows, each of which is subject to Council approval in the City budget on an annual basis:

- (1) The City agrees to provide MPA funding at the beginning of each calendar year in the amount of \$65,500.00 towards the salary for the Maywood Park Director.
 - (2) The Superintendent of Parks and Forestry agrees to seek a five percent (5%) increase in the annual funding provided to the MPA (to \$68,775) for years 2021 – 2022 and an additional five percent increase in the annual funding provided to the MPA (to \$72,213.75) for years 2023 – 2024. The actual amount provided to MPA will be determined yearly by the approved city budget.
 - (3) During the term of this Agreement, the City will provide the following services, equipment and supplies:
 - a. The City will pay for utilities at Maywood, including natural gas, electricity, telephone, internet, garbage collection, dumpster and sewer.
 - b. The City will provide restroom supplies of toilet paper, hand towels, cleaning supplies, soap, and garbage containers and liners.
 - c. The City will provide snow removal, lawn care, driveway maintenance, tree care, and signage.
 - d. The City will maintain the building and its structural integrity, including its heating, air conditioning, plumbing, electrical, and elevator. Additionally, the City will ensure elevator and fire extinguisher inspections occur on an appropriate schedule. The City will also provide water softener and salt service, and internal and exterior repairs.
 - (4) In the event that the City does not appropriate sufficient funds to meet its obligations under this Agreement, the City may terminate this MOU, and no penalty shall be imposed against the City.
- e) The point of contact for the Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.
- f) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the MPA Maywood Park Director position include, but are not limited to:
- (1) Developing and maintaining positive working relationships with community educational leaders;
 - (2) Updating and developing the Maywood Master Plan, including facilities, plantings, trail design, and signage;
 - (3) Submitting the Maywood Master Plan to the City's Marina, Parks, and Forestry Commission for their review and approval;
 - (4) Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
 - (5) Enforcing all safety standards as set forth by federal, state, and municipal laws; and
 - (6) Assuring compliance with all City ordinances.
 - (7) Attend and provide a Maywood Director's report at designated meetings of the City's Board of Marina, Park, and Forestry Commissioners.
- g) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry.

- h) MPA is expected to ensure the necessary janitorial responsibilities at Maywood are completed.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2024 (the "Term") unless modified or terminated by the parties by mutual agreement or terminated by the City due to non-appropriation of the necessary funds to fulfill the City's obligations. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the Term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2025.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such

other address as either party may give notice of from time to time in accordance with this section. For purposes of this Section, the City's address is:

City Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Nothing in this Section shall prevent normal communications between the City and Maywood.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

Date

Date

Date