

**AGREEMENT
BETWEEN
CITY OF MADISON
AND
BETHEL LUTHERAN CHURCH, INC.**

THIS AGREEMENT, dated as of January 1, 2005, is made by and between the City of Madison, hereinafter **CITY**, and Bethel Lutheran Church, Inc., hereinafter **BETHEL**.

WITNESSETH:

WHEREAS, **BETHEL** wants its members and guests to be able to attend Sunday morning church services and park conveniently in an adjacent **CITY** parking ramp at no cost to such members and guests; and

WHEREAS, **CITY** is willing to provide such convenience to Bethel members, with specified exceptions, in consideration for **BETHEL** reimbursing the **CITY** for the cost of the parking; and

WHEREAS, **BETHEL**, whose address is 312 Wisconsin Avenue, Madison, WI 53703, is willing and able to pay all parking revenues deferred by the **CITY** as a result of waiving parking charges for ALL parkers who enter the State Street Capitol Ramp on Sunday mornings at or after 7:00 a.m. and exit at or before 12:45 p.m.; and

WHEREAS, the Common Council has authorized by resolution the City's Parking Manager to enter into agreements with organizations for the utilization of City parking ramps when the administrative costs are passed on to the contracting party;

NOW, THEREFORE, the parties mutually agree as follows:

1. Term. The term of this Agreement shall be from January 1, 2005 to December 31, 2005. The **CITY** has the option to renew the Agreement for two (2) additional one-year periods providing the terms of renewal are agreeable to both parties.
2. Nature of Agreement. Except as provided in Section 3. below, the **CITY** will modify the parking equipment's rate structure to waive the parking charges for all parkers who enter the State Street Capitol Ramp on Sunday mornings at or after 7:00 a.m. and exit at or before 12:45 p.m. (i.e., the entrance ticket will reflect an amount due of \$0.00 for all such parkers).
3. Exceptions – "Special Event" Sundays. **CITY** cashiers will be at the State Street Capitol Ramp to collect special event parking fees **upon entry into the ramp**:

- a. On Sundays when the Madison Art Fair, Taste of Madison, Holiday Art Fair, International Holiday Festival, and the Holiday Parade occur.
- b. On Sundays during special events scheduled at the Madison Overture Center.
- c. On other Sundays as CITY may specify.

The CITY will provide as much notice as reasonably possible to BETHEL regarding when CITY cashiers will be on duty. Additionally, pursuant to Resolution No. TPC-33, approved by the Transit and Parking Commission on December 13, 2004 (copy attached), the CITY will post a schedule of Special Events on the Parking Utility's website (including the start time for collection of the pay-on-entry fee).

4. Consideration. BETHEL shall pay to the CITY on a monthly basis a fee of \$1.29 per parker, with the number of parkers equal to the number of "\$0.00" transactions tracked by the ramp's control equipment on Sundays from 7:00 a.m. to 12:45 p.m.

Sample: 250 "\$0.00" transactions for Sunday, mm/dd/yy, 7:00 a.m. –
12:45 p.m. x \$1.29 = \$322.50 in fees

This fee of \$1.29 per parker is based on the current parking rate of \$.70/hour times an average parker length of stay of 1.84 hours. This fee will be adjusted as necessary to reflect any rate increases and/or the CITY's ongoing monitoring of facility usage (e.g., length of stay) and the resulting savings or increased cost will be passed on to BETHEL in an adjusted fee.

The CITY will provide BETHEL with thirty (30) days' advance written notice of any parking fee adjustment.

In the event of the system's inability to track \$0.00 transactions (e.g., system "crash" due to events beyond the CITY's control), both parties agree that the number of transactions will be computed as follows: the **average** number of \$0.00 transactions for the prior 12-month period

5. Terms of Payment. The CITY will invoice BETHEL on a monthly basis for the fee from the previous month as set forth in Section 4. above, and as adjusted from time to time. Payment to CITY is due and payable no later than ten days following receipt of said invoice. All remittances are to be made **payable to the City Treasurer** and mailed to:

Madison Parking Utility
215 Martin Luther King Jr. Blvd, Suite 100
P.O. Box 2986
Madison, WI 53701-2986

6. Notices. All notices to be given under the terms of this Agreement shall be in writing and sent first-class, postage pre-paid or hand-delivered to:

For the CITY: David C. Dryer, P.E.
City Traffic Engineer
Department of Transportation
215 Martin Luther King, Jr. Blvd., Rm. 100
Madison WI 53709

For BETHEL: Ed Young, Administrator
Bethel Lutheran Church
312 Wisconsin Avenue
Madison WI 53703

7. Status of Contractor. BETHEL agrees that at all times it is acting as an independent contractor and not acting as an agent, employee, or in any other manner for or on behalf of CITY.
8. Indemnification. BETHEL shall be liable to and hereby agrees to indemnify, defend, and hold harmless the CITY, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the CITY or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from BETHEL's and any of its Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the CITY or its agents or employees.
9. Non-Discrimination. In the performance of work under this Agreement, BETHEL agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. BETHEL further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
10. Compliance with Law. In carrying out its obligations under this Agreement, BETHEL will comply with all applicable laws, ordinances and codes of the Federal, State and Local governments.
11. Termination. Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice.

12. Authorization. BETHEL represents and warrants that the execution and delivery of this Agreement by the undersigned have been duly authorized by proper corporate proceedings of BETHEL.

BETHEL LUTHERAN CHURCH, INC.

Signature

Date

Name: _____

Title: _____

CITY OF MADISON

Signature

Date

David C. Dryer, P.E.

City Traffic Engineer