

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Memorandum) is made by and between the City of North Royalton, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio (the City) and the YMCA of Greater Cleveland, an Ohio non-profit corporation (the YMCA) as of the 31<sup>st</sup> day of July, 2013.

### RECITALS

1. WHEREAS, the City and the YMCA have agreements relative to the improvements to and operation of the North Royalton Family YMCA (the Project);
2. WHEREAS, certain disputes have arisen between the parties which they mutually desire to resolve;
3. WHEREAS, it is necessary to come to resolution to close out the construction of the Project;
4. WHEREAS, it is in the interests of both parties to seek resolution and avoid further conflict; and
5. WHEREAS, the parties have reached accord and desire to set forth the terms of their understanding and thereby make clear their respective duties and obligations under existing agreements;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties do agree as follows:

I. The City agrees that the expenditures for the services of R.L. Bowen and Company for its services as "Owner's Representative" under the original Construction Agency Agreement in the approximate sum of \$129,800 will not be charged to the YMCA.

II. The YMCA agrees to waive its claims for reimbursement for startup costs in the current approximate sum of \$157,000 and agrees that no further claim or claims shall be brought for reimbursement of such costs under the Construction Agency Agreement or Operating Agreement.

III. The City agrees that it shall not make demand of the YMCA for bondable cost items for the Project other than those set forth and agreed to herein.

IV. The YMCA shall forthwith and within 30 days of July 31, 2013 provide the City with the Certificate of Completion of the Project as required by the Construction Agency Agreement.

V. The YMCA shall forthwith and within 30 days of July 31, 2013 pay over and transfer to the City any and all donations received in connection with its fundraising efforts to create and support the North Royalton Family YMCA.

VI. The City agrees, contingent upon prior approval as to the scope of the work, to assume and pay for those certain roof repairs to the building estimated to cost \$6,000.

VII. The YMCA agrees to assume to pay the outstanding charges for plumbing work due to All Heights Plumbing in the approximate sum of \$3,760 for work done in connection with the utility service for the Project.

VIII. The YMCA agrees to pay or satisfy call outstanding charges due to Brandstetter Carroll Inc. for its services on the Project in the approximate sum of \$13,929, such sum shall be paid out of the proceeds of the notes or bonds issued by the City, the debt service for which the YMCA is responsible under the prior agreements referred to in the Recitals herein.

IX. The YMCA agrees to forthwith begin billing Parma Community General Hospital for its occupancy in the building (all rents to be paid directly to the City) retroactively to June of 2012.

This Memorandum of Agreement is hereby entered into as of the date herein written above by the authorized officer or officers of the City and YMCA set forth below.

CITY OF NORTH ROYALTON

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Finance

YMCA OF GREATER CLEVELAND

By: *Steven Hagley*

Title: *CEO*