

**INTERGOVERNMENTAL AGREEMENT FOR THE
OPERATION OF THE SYMONS RECREATION COMPLEX**

NOW COMES Richland County, a municipal corporation of the State of Wisconsin, by its duly-elected Board of Supervisors (herein after "COUNTY") and the City of Richland Center, a municipal corporation of the State of Wisconsin (hereinafter "CITY") and agree to the following intergovernmental, cooperative Memorandum Agreement in accordance with section 66.30, Wisconsin Statutes, as follows:

- 1.) That the subject of this Memorandum Agreement is that natatorium/swimming and recreational facility, and the associated real property, known as the Symons Recreation Complex ("Symons");
- 2.) That CITY agrees to pay COUNTY 50% of all actual costs incurred for the operation of Symons, including all budgeted items and additional expenditures formally agreed to by both parties. Payments under this paragraph shall be made by CITY to COUNTY no less than semi-annually, with the first one-half calendar year's payment to be made not later than August 1st of the year and the second half calendar year's payment to be made not later than February 1st of the following year.
- 3.) There is hereby created a joint COUNTY / CITY governing board for the purpose of overseeing the facility in accordance with this Memorandum Agreement, known as the Symons Recreation Complex Board, the composition, powers and duties of which are determined solely by this Memorandum Agreement (hereinafter "the Board") ;
- 4.) The Board shall consist of 9 members, as follows:
 - 4.1 The Chairperson of the Richland County Board of Supervisors, or their designee;
 - 4.2 The Mayor of the City of Richland Center, or their designee;
 - 4.3 Two County Board Supervisors, appointed by the Richland County Board;
 - 4.4 Two Alderpersons of the City Council, appointed by the City Council;
 - 4.5 One member of the Board of the Symons Foundation, appointed by the Foundation Board;
 - 4.6 Two members-at-large, each of whom shall be a resident of Richland County and a member of Symons; one shall be appointed by the CITY and one shall be appointed by the COUNTY, each according to that body's usual practices;
 - 4.7 All terms of Board members shall be for three (3) years. Board members appointed by an elected body shall only be eligible to serve on the Board so long as they remain members of their respective appointing bodies;

4.8 The Board shall only conduct business if a quorum is present and, furthermore, only if a representative from the CITY (meaning a member of the City Council, the Mayor, or the Mayor's designee) is present and a member from the COUNTY (meaning a member of the County Board or the Chairperson of the County Board, or the Chairperson's designee) is present;

5.) The Board shall have the following powers, duties and obligations, and none other:

5.1 Scope of Authority. The Board shall have advisory responsibility concerning the maintenance and operation of the facility and the manner and method of operation of the facility, and may issue written rules and regulations governing the operation and use of the facility, except as noted herein; all policies concerning public use of the facility shall be issued in writing by the Board and shall be prominently posted in a public place in the facility and a current copy of all such rules and regulations shall at all times be filed with the County Clerk and the City Clerk; these rules and regulations governing the operation of the facility may at any time be amended, rescinded, modified or repealed by joint action of both the County Board and the City Council;

5.2 Budget. The Board shall annually submit a proposed budget to the County Board and to the City Council for the operation of the facility; said budget shall be submitted under the same deadline as CITY and COUNTY departments; said budget must be approved by both the County Board and the City Council before it is effective. Failure by the CITY or COUNTY to act on a proposed budget shall be considered an approval. The Board shall work with the City and/or County Administrator (or equivalent office) in the development of said budget;

5.3 Spending Authority. All expenditures must be clearly and expressly authorized in the annual budget as described above. No unbudgeted expenditures may be made without the express, prior consent of both the COUNTY and the CITY. In the event of an emergency requiring immediate action to prevent, mitigate, or otherwise address an imminent threat to public health, safety, or property, expenditures may be made provided that the Symons Director receives approval from both the County Administrator and City Administrator. Failure to obtain said approval may result in Symons exclusively bearing the cost of such expenditure through the reallocation of already-budgeted funds.

5.4 Personnel. The Board shall have advisory responsibility for Symons personnel and review authority of personnel actions as is necessary for proper oversight. All Symons employees shall, for personnel, compensation and fringe benefit purposes be County employees, subject to the same rules and regulations as other non-unionized County employees and subject to County job classification and salary provisions for non-unionized County employees and subject to the County's Handbook of Personnel policies; all personnel and financial records of employees of the Board shall be maintained by COUNTY;

5.5 Suits. The Board does not have the authority to sue or be sued; COUNTY shall be

liable for all such actions of the Board and the facility; COUNTY shall carry appropriate insurance to cover this risk, the cost of which shall be a cost item which is subject to Paragraph 3 herein;

5.6 Director. The Symons Director shall be considered a Department Head of the COUNTY, subject to hiring and/or appointment as dictated by the COUNTY. COUNTY shall solicit the input and advice of the Board in making such an appointment. The Director shall have the responsibility for the day-to-day operations and the use of the facility, in accordance with the policy, rules, and regulations of the Board;

6.) That the Board shall receive all the income earned by the facility and may receive gifts relating to the facility and all such receipts shall be used to offset the costs described in Paragraph 2 herein; unless the donor of a gift specifies otherwise. The Board may accept donations unless doing so would create an additional expense or obligation which would be borne by the CITY and/or COUNTY. Such donations shall require approval by both the CITY and COUNTY pursuant to their respective policies on donations;

7.) This Memorandum Agreement shall terminate on January 1, 2027, with both parties being released from any and all obligations towards the operation of Symons. Any contribution made by the CITY or COUNTY after that date shall be considered a donation as described in Paragraph 6. Should the parties agree that an extension of this Memorandum Agreement is desirable, they should begin the process of reviewing the agreement and proposing amendments no later than July 1, 2026.

8.) That this Memorandum Agreement constitutes the sole agreement between COUNTY and CITY and the Board created herein shall have no powers except those which can be clearly inferred from this Memorandum Agreement.

[SIGNATURE PAGE TO FOLLOW]