

COUNTY/CITY SWIMMING POOL AGREEMENT

NOW COMES Richland County, a municipal corporation of the State of Wisconsin, by its duly-elected Board of Supervisors, c/o County Clerk, Courthouse, Richland Center, WI 53581 (hereinafter "COUNTY") and the City of Richland Center, a municipal corporation of the State of Wisconsin, c/o City Clerk, City Auditorium, Richland Center, WI 53581 (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 which COUNTY is in the process of building on the campus of the University of Wisconsin Center-Richland and which facility is slated to be open sometime in 1987 (hereinafter "the facility");
2. That CITY shall pay to COUNTY each year an amount equal to 25% of the total cost of floating a bond issue, including but not limited to bond issue costs, interest costs and annual paying agent's charge, relative to the bond issue which COUNTY floated in 1986 in order to pay for the construction of the facility;
3. That CITY shall pay to COUNTY an amount equal to 50% of all costs of any nature whatsoever, except those costs described in paragraph 2 herein, incurred relative to the facility, with this payment to be effective on the day that the facility is opened to public use; payments under this paragraph shall be made by CITY to COUNTY no less often 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;

4. There is hereby created a joint COUNTY/CITY governing board for the purpose of administering the facility in accordance with this Memorandum Agreement, with said Board to be called The Joint Swimming Pool Board, the composition and powers and duties of which are determined solely by this Memorandum Agreement (hereinafter "the Board");

5. The Board shall consist of 9 members, as follows:

One member of the County Board of Supervisors, whose initial term shall be 3 years;

One member of the County Board of Supervisors, whose initial term shall be 1 year;

One member of the City Council, whose initial term shall be 3 years;

One member of the City Council, whose initial term shall be 1 year;

One member who is either an officer or on the Board of Directors of the Richland County Campus Foundation, Limited, whose initial term shall be 3 years;

One administrative staff employee of the University of Wisconsin System, whose job is located at the U.W. Center-Richland, whose initial term shall be 2 years;

One member-at-large, who shall be a resident of Richland County, whose initial term shall be 1 year;

The Chairperson of the Richland County Board of Supervisors;

The Mayor of the City.

6. All terms of Board members after the above-described initial term shall be 3 year terms; the County Board, City Council, Richland County Campus Foundation, Ltd. shall select their respective representatives on the Board; that the U.W. Center-Richland campus representative shall be the last member of the Board to

be appointed. That representative shall be appointed by the Dean of the campus, subject to confirmation by the other 8 members of the Board. In the event of a tie vote on the motion for confirmation, the motion shall fail; the City and the County shall decide by a single coin toss as to which body shall first select the member-at-large; after the expiration of the initial term of the member-at-large, the body losing the coin toss shall select the first 3 year term for the member-at-large and, thereafter, selection of said member shall alternate between the CITY and COUNTY; members of the Board who cease to be members of the bodies which they represent on the Board shall simultaneously cease to be members of the Board; members of the Board who cease to be County Board Chairperson or Mayor shall simultaneously cease to be members of the Board; the Board shall select its own Chairperson; persons shall not serve more than 2 consecutive 3-year terms on the Board; the Mayor and the County Board Chairperson can designate persons to attend meetings of the Board if they are unable to attend and such designee shall have the same authority at Board meetings as the officer who designated them to attend would have if present at the meeting; 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 of Supervisors, the Chairperson of the County Board or the Chairperson's designee) is present;

7. The Board shall have the following powers and duties and none other:

(a) 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;

(b) Spending Authority. The Board shall not make any expenditure which has not been expressly and clearly budgeted for in excess of \$1,000.00 for a one-time cost, or a cumulative cost of \$5,000.00 in one year, without express approval of such expenditure by the County Board and the City Council, except in the case of an emergency, as determined by the Board; the Board shall not make any building additions, modifications or improvements or equipment purchases in excess of \$5,000.00 without the express approval of both the County Board and the City Council;

(c) Personnel. The Board shall only hire full-time or part-time employees for positions which have been expressly created and approved by the County Board and the City Council; the expenses of consultants and contractors shall be governed by paragraph 6b herein; the actual hiring of persons to fill duly-approved positions shall be undertaken solely by the Board; all employees of the Board 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;

(d) Suits. The Board does not have the authority to sue or be sued; COUNTY shall be liable for the actions of the Board and for the operation of 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; the Board shall not bring any suit without the express approval of the County Board and the City Council;

(e) Rules and Regulations. The Board shall have sole and exclusive authority concerning the maintenance and operation of the facility and the manner and method of operation of the facility, including the issuance of written rules and regulations governing the operation 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;

(f) Director. The Board shall, in the manner set forth in this Memorandum Agreement, hire a full-time or part-time Director of the facility, which person shall have the responsibility for the day-to-day operations of the facility and for the scheduling of events at the facility and the exclusive use of the facility, in accordance with the rules and regulations of the Board; the Director shall serve at the pleasure of the Board and all actions of said Director shall be subject to approval, rescission,

or amendment by the Board and by the County Board and the City Council, as set forth herein;

8. 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 3 herein, unless the donor of a gift specifies otherwise;

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

BY COUNTY:

Merlyn Merry 4-2-87
Merlyn Merry, County Board Chair- date signed
man; signature authorized by County
Board Resolution #87-19. adopt-
ed on March 17, 1987.

BY CITY:

Raymond Lawton 4-3-87
Raymond Lawton, City Clerk; signa- date signed
ture authorized by City Council
Resolution # MOTION, adopted
on MAR. 3, 1987.

Approved:

Darlo Wentz 4-3-87
Hon. Darlo Wentz, Mayor date signed
City of Richland Center