

**INTERMUNICIPAL COMMUNITY CENTER
AND SENIOR PROGRAMS AGREEMENT**

THIS AGREEMENT, made and entered into by and among the VILLAGE OF DEFOREST, a municipal corporation (hereafter "DeForest"), the TOWN OF WINDSOR, a body corporate and politic (hereafter "Windsor") and the TOWN OF VIENNA, a body corporate and politic (hereafter "Vienna"), all located in Dane County, Wisconsin.

W I T N E S S E T H:

WHEREAS, since 1987, DeForest, Windsor and Vienna have provided administrative and management services and fiscal support to the DeForest Area Community Center, a facility which provides services to the community and to citizens located in a large area of north central Dane County; and

WHEREAS, the DeForest Area Community Center has functioned to the substantial satisfaction of the three municipalities participating in the governance of said Community Center; and

WHEREAS, while the said Community Center has functioned effectively in the delivery of the services associated with its role in north central Dane County, concerns have arisen regarding the relationship between the parties hereto, as well as with the Dane County Human Services Department and the DeForest Half Century Club, Inc., (the non-stock not for profit corporation owning the property on which the said Community Center exists); and

WHEREAS, it is deemed to be the mutual advantage of all the participating municipalities to continue the management of the Community Center on as close a basis as possible to the current working relationship; and

WHEREAS, Wis. Stats. §66.30 broadly authorizes municipalities to cooperate with each other to jointly furnish services to their citizens;

NOW, THEREFORE, in consideration of the premises contained herein, IT IS HEREBY AGREED by and among the parties hereto, pursuant to Section 66.30 of the Wisconsin Statutes, as follows:

1. Governance.

(a) The Community Center shall be governed by a body to be known as the DeForest Area Joint Community Center Commission. This body shall have nine members. These members shall be selected as follows:

(b) The DeForest Village President and the Windsor Town Board Chairperson shall each appoint one member of their respective governing boards as members of the Commission, subject to confirmation by their respective boards.

(c) The DeForest Village President, the Windsor Town Chairperson and the Vienna Town Board Chairperson shall each appoint two residents of their respective municipalities as members of the Commission, subject to confirmation by their respective boards. Of the initial resident appointees, one member shall serve a one year term and the other member shall serve a two year term. Annually thereafter, one such member shall be appointed to serve a two year term.

✓ (d) The DeForest Half Century Club, Inc. shall appoint one member to the Commission.

(e) Once selected, each Commissioner shall continue to serve as a member of the Commission until a successor is selected and qualified.

2. Control. The Commission shall be under the general control and supervision of the three participating municipalities.

3. Finance.

(a) Not later than October 1 of each year, the Commission shall prepare and approve a budget, utilizing input from the respective directors of the Community Center and of the Senior Center. The budget shall specify all anticipated sources of revenue for the Commission's upcoming year. Each participating municipality shall pay its proportionate share of the charges allocated to the municipalities, based upon the most recent population estimate available from the Demographic Services Center of the Wisconsin Department of Administration pursuant to Wis. Stats. §16.96. Vienna's proportionate share shall be based upon the portion of its population living in the portion of Vienna within the boundaries of the DeForest Area School District.

(b) The Commission shall select one of the participating municipalities to serve as its fiscal agent. Any fiscal agent so selected shall follow the procedure set forth herein for DeForest as continuing fiscal agent.

(i) As of the time of approval of this agreement by the participating municipalities, DeForest shall continue to serve as the Commission's fiscal agent. DeForest shall maintain separate accounts for any funds that it is administering on behalf of the Commission. DeForest's officers and employees shall continue to work in close cooperation with the Commission to

provide satisfactory fiscal services and to expend funds for the direct benefit of the Commission without prior approval of the Commission when circumstances deem it necessary that such expenditures occur expeditiously.

(ii) At least annually, DeForest shall account to the Commission for the Commission's funds that DeForest is administering as well as for any charges and expenses it has incurred on behalf of the Commission. The Commission shall review and approve said accounting within 30 days after receipt of the accounting. Thereafter, DeForest as the Commission's fiscal agent shall bill the other participating municipalities for their proportionate shares of any expenses incurred by DeForest in preparing said accounting, calculated as set forth in ¶ 3(a).

(c) The Commission shall contract in writing with any fiscal agent as to the details of the Commission's relationship with any fiscal agent.

(d) The Commission shall be required to obtain an annual certified audit, to be furnished to each of the participating municipalities.

4. Term of Agreement. This agreement shall be in the nature of a continuing contract and shall automatically renew from year to year on the terms set forth unless modified or terminated by the parties hereto.

5. Withdrawal. Any of the parties hereto may withdraw from this Agreement upon giving eighteen months written notice to the other parties. Such withdrawing party shall pay its proportionate share of the costs and expenses of the Commission until the effective date of the withdrawal. On the withdrawal date, the other parties shall purchase the interest of the withdrawing party in all personal property and equipment of the Commission at its then-current depreciated value as carried on the Commission's books.

6. Organization.

(a) As soon as practicable after the annual appointment of Commission members, the Commission shall elect from its membership a president, vice-president, secretary, treasurer, and any other officers deemed necessary. A commissioner may hold more than one office at a time. Each officer shall serve a one year term.

(b) The Commission shall meet at least monthly. The Commission's meeting shall be held in a place reasonably accessible to members of the public and open to all citizens at all times.

(c) All meetings of the Commission shall be open to the public and subject to the Wisconsin Open Meetings Law, unless closed in the manner and for one or more of the reasons specified in Wis. Stats. §19.85.

(d) Notice of the Commission's meetings shall be published in the DeForest Times-Tribune, and shall be posted at the municipal building of each participating municipality.

(e) The Commission shall establish rules of procedure to govern its meetings.

7. Insurance. The Commission shall obtain, either directly or through one of the participating municipalities, liability, worker's compensation, errors and omissions, vehicular liability and property insurance. The Commission shall provide a certificate of insurance to each participating municipality annually.

8. Operations.

(a) The Commission shall provide oversight over the operations over the DeForest Area Community Center and the programs and services for the senior citizens of the participating municipalities.

(b) The Commission may, in its exclusive discretion, determine whether to furnish its services through its own employees or through agreements for furnishing services by employees of one or more of the participating municipalities. If such an agreement is utilized, all individuals furnishing services thereunder shall be deemed to be employees of the municipality furnishing the individuals rather than employees of the Commission.

(c) The Commission shall, in fulfilling its responsibilities over programs for senior citizens and the DeForest Area Community Center, perform the following duties:

(i) Develop, implement and coordinate programs and activities to serve the elderly population of the participating municipalities, including outreach and nutrition;

(ii) Advise and educate each participating municipality on the concerns, welfare, activities and services available to the elderly population being served;

(iii) Request, receive, administer and disburse funds relating to senior citizen programs and maintaining the DeForest Area Community Center;

(iv) Establish policies and fees relating to use of the DeForest Area Community Center by the public;

(v) Develop, implement and coordinate programs and activities of the DeForest Area Community Center;

(vi) Maintain the facilities of the DeForest Area Community Center, as well as plan for future facilities needs of the participating municipalities as to senior citizens programs and community center facilities;

(vii) Supervise and evaluate any personnel employed by the Commission as well as furnishing input to any municipality furnishing individuals performing services for the benefit of the Commission;

(viii) Perform such other responsibilities as the Commission deems reasonably necessary or are delegated to the Commission by the participating municipalities.

9. Annual Report. The Commission shall prepare a written annual report of its activities. This report shall be furnished to each participating municipality no later than January 31 of each year.

10. Remedies.

(a) If the Commission or any participating municipality breaches any term of this agreement, that party shall be responsible to the other parties for any loss, expenses or damage, resulting from such breach.

(b) When a dispute arises under this agreement no participating municipality shall withhold payments due under this agreement, but may pursue any other remedies available to it.

11. General.

(a) This agreement supersedes all previous agreements among the parties relating to the subject matter hereof.

(b) Judicial invalidation of any section, clause or other provision shall have no effect on the validity or enforceability of any other provision of this agreement.

(c) This agreement may be amended only in writing in the same manner as this agreement was adopted.

(d) This agreement shall be binding upon the parties hereto upon execution by the proper officers of the three participating municipalities.

IN WITNESS WHEREOF, the Village Board of the Village of DeForest has authorized the signatures of its President and Clerk this 6th day of July, 1993.

VILLAGE OF DEFOREST

By: 
President

ATTEST:


Clerk

IN WITNESS WHEREOF, The Town Board of the Town of Windsor has authorized the signatures of its Town Board Chairperson and Clerk this 27 day of July, 1993.

TOWN OF WINDSOR

By: 
Chairperson

ATTEST:


Clerk

IN WITNESS WHEREOF, The Town Board of the Town of Vienna has authorized the signatures of its Town Board Chairperson and Clerk this 20th day of Sept, 1993.

TOWN OF VIENNA

By: *M. Mint Koch*
Chairperson

ATTEST:

Robert Parlumacher

Clerk

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