

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FITCHBURG
AND THE COUNTY OF DANE TO ANALYZE THE FEASIBILITY OF A TEEN
CENTER**

This intergovernmental agreement ("Agreement") is made by and between the City of Fitchburg, a Wisconsin municipal corporation ("City") and the County of Dane, a Wisconsin quasi-municipal corporation ("County"), pursuant to Wis. Stat. §66.0301.

WITNESSETH

WHEREAS, Wis. Stat. §66.0301 authorizes municipalities to contract with each other in order to work cooperatively in the joint exercise of their respective powers, and for the receipt and furnishing of services;

WHEREAS, the City and the County agree that it is in the public interest to combine their respective efforts to improve teen wellness and activity in Fitchburg and Dane County and;

WHEREAS, the improving access to teen centered activities and facilities may contribute to teen wellness and activity;

WHEREAS, the City and the County mutually desire to explore the establishment a facility to house teen centered activities, and;

WHEREAS, the Parties agree to the following Agreement:

- I. **Purpose.** The parties agree to work together to explore the establishment of a teen center in the City of Fitchburg.
- II. **Cost-Sharing.** The County agrees to provide 50% of the cost to explore the feasibility of the establishing a teen center in the City of Fitchburg up to a maximum amount of seventy-five thousand dollars. Costs herein are limited to the cost to the City of contracting with an outside consultant to conduct any feasibility study or studies. Costs do not include the costs of City or County staff or other incidental costs as might be incurred by the City or County related to this effort. The feasibility study being conducted by EQT by Design is \$60,000 with a Cost-Share for the County of \$30,000.
- III. **Engaging a Consultant.** The City shall be responsible for engaging a consultant or consultants as necessary to explore any feasibility of the establishment of a teen center. The scope of the feasibility study will include, but not be limited to, the following scope:
 - A. A projection of the capital development costs and future operating costs for the center.
 - B. Identification of the sources of funding for future operations.
 - C. Identification of services to be provided including cultural, artistic or educational programs, and services related to mental health or substance abuse.

IV. Presentation of Results. Once the feasibility study or studies are completed, the results will be presented to the County's Health and Human Needs Committee by the contractor and the City.

V. Payment: The City will invoice the County for \$15,000 upon execution of the agreement and \$15,000 upon completion of the study and the report to the Health and Human Needs Committee.

Invoices shall be submitted to:

Lisa Breunig at Breunig.Lisa@countyofdane.com

VI. Termination. This Agreement may be terminated only as follows:

A. If any party breaches this Agreement, the party may notify the other in writing outlining the details of such breach, and requesting a remedy. If the breach is not remedied by the defaulting party within thirty (30) days from the date of written notification to remedy the breach, or, if the breach cannot reasonably be remedied within thirty (30) days, or, if substantial steps to commence a cure are not initiated within such thirty (30) day period, then a party may, in addition to all of its other rights or remedies, immediately terminate this Agreement.

B. At any time, by mutual agreement of the parties.

VII. Liability. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

VIII. Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, may be delivered by email to an officer or duly authorized representative of the other party, or may be sent by United States Postal Service or a nationally recognized overnight carrier, to the address of the parties specified below:

For COUNTY

Connie Bettin

bettin@countyofdane.com

DCDHS Division Administrator

1202 Northport Drive

Madison WIL53704

For CITY _____

Any party hereto may, by giving five (5) days' written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

- IX. Non Discrimination.** In the performance of its obligations under this Agreement, both parties agree not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Both parties further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- X. Civil Rights Compliance.** Each party shall comply with their respective Civil Rights Compliance ordinances.
- XI. Miscellaneous**
- A. No Waiver.** In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.
- B. Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.
- C. Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- D. Entire Agreements and Amendments.** The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.

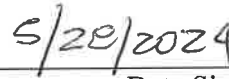
E. Severability. The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

F. No Third Party Rights. This is an Agreement between the parties, and nothing herein creates any rights in a third person.

FOR CITY



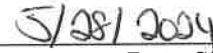
Julia Grete-Frette, Mayor



Date Signed

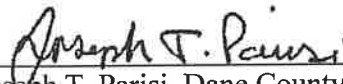


Tracy Aldenberg, City Clerk

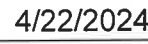


Date Signed

FOR COUNTY



Joseph T. Parisi, Dane County Executive



Date Signed