

## **YOUTH CENTER AGREEMENT**

This agreement ("Agreement") is made by and between the City of Stoughton, Wisconsin, a municipal corporation, with its principal offices located at 381 East Main Street, Stoughton, Wisconsin 53589 ("the City"), and the Friends of the Stoughton Area Youth Center ("FSAYC"), a Wisconsin non-stock corporation, with its principal office located at 381 East Main Street, Stoughton, Wisconsin 53589.

WHEREAS, the parties hereto have a continuing interest in making available for Stoughton-area young people (primarily middle school students, with some programming for high school students) space and supervised programming for activities after school, on days school is closed, and on weekends, so that young people have a safe, supervised place and positive activities to be involved in outside of school on a regular basis; and

WHEREAS, the City has provided in the past, and can provide in the future, space for a youth center ("the Center"), serving middle and high school age persons.

WHEREAS, the City leases and pays the rent for a building at 567 E. Main Street, Stoughton, Wisconsin 53589 from Stoughton Trailers and intends that it be used for the Center.

WHEREAS, the City provides and pays for utilities for the Center, including electric, water, and natural gas, and provides for maintenance of the building, equipment, and grounds of the Center.

WHEREAS, the Stoughton Area School District ("SASD") provides computers and related equipment for the computer lab at the Center and is responsible for the repairs and replacement of its computers and related equipment, except that the City repairs or replaces computers destroyed or damaged due to vandalism.

WHEREAS, FSAYC is willing to provide a program director ("Program Director") who can provide programming and activities for the Center and for Stoughton-area young people; and

WHEREAS, the parties hereto desire to collaborate for the future on provision of a youth center, staff, management, activities, oversight and fundraising for the benefit of Stoughton-area young people.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

~~1. The City shall maintain the lease providing the space for the Center at the building located at 567 E. Main Street, Stoughton, Wisconsin 53589. The City shall be responsible for all improvements and fixtures in the building necessary to establish the Center at that location. The City shall be responsible for renting the space from Stoughton Trailers Inc. for the cost of the yearly taxes.~~

~~2.1. The fixtures, equipment and materials in and for the Center and all contents, including, but not limited to, video games and equipment, stereo(s), CDs, furniture and furnishings, shall be and are the property of the City. Computers and work stations, software and other hardware for the Center, purchased with a Wisconsin Advanced Telecommunications Foundation (WATF) grant, shall be and are the property of the Stoughton Area School District ("SASD"), SASD.~~

~~2. FSAYC shall have no responsibility to repair or replace computers or related equipment at the Center.~~

3. The City will provide insurance on the real estate, and on the personal property and other contents of the Center that are owned by the City.

~~4. The City shall provide and pay for utilities for the Center, including electric, water, and natural gas.~~

~~5.4. The City shall provide for maintenance of the building, equipment, and grounds of the Center. This obligation shall include snow removal and normal maintenance in keeping the aforementioned building, equipment and~~

~~grounds in as good a condition as at the initiation of this agreement, normal wear and tear excepted.~~ FSAYC, through its Program Director, and contemplating a youth work experience program, will provide ~~the~~ mowing and building cleaning for the Center.

~~6. While the SASD shall be responsible for repairs and replacement of computers and related equipment that are SASD property, repairs or replacement of computers due to vandalism will be the responsibility of the City.~~

~~7.5.~~ The City shall contribute to FSAYC an annual sum of at least \$20,000.00 by the end of the first week of January each year to assist in hiring and employing a Program Director.

~~8.6.~~ FSAYC shall hire a Program Director and, as funds allow, other staff for the Center. The Program Director and others who staff activities at the Center shall be employees of FSAYC. The initial Program Director shall be Greg Hoyte.

~~9.7. If FSAYC, in cooperation with the City and raises funds through its Program Director, shall pursue own fundraising for the Center from Dane County individuals, businesses, service clubs and other organizations, efforts, those funds belong to FSAYC shall manage the donations for the Center.~~

~~8.~~ FSAYC, through its Program Director, shall ~~provided~~ develop, implement and manage a program of youth activities ("Program") for the Center. ~~Staff~~

~~9.~~ The initial program shall be funded by the that described in the document titled Hands On Tools For Success, attached hereto as Exhibit A.

~~10.~~ FSAYC ~~using donated funds and budgeted money from the City.~~

~~11.10. The Youth Center and the FSAYC may modify or expand the Program Director shall operate under the oversight of the FSAYC in conjunction with the City.~~ On an annual basis, on or before August 1 of each year, FSAYC must submit a written description of the Program as planned to

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be implemented the following year to the Director of the City of Stoughton Parks and Recreation Department.

~~12. Notwithstanding the above, the FSAYC Program Director is authorized to conduct the Center activities as stated in the first WHEREAS clause. Any other organized use(s) of the Center must have the prior agreement of the City in accordance with the City Building Use Policy.~~

11. FSAYC shall be responsible for employing and supervising all Center staff.

12. FSAYC shall be responsible for developing and implementing policies and procedures necessary to maintain the safety and wellbeing of staff and the youth participating in Center activities.

13. FSAYC, ~~through its Program Director,~~ shall report attendance data to the City, as is reasonably requested.

14. This agreement may be terminated without cause by either party on one year's written notice. If termination without cause means that this Agreement is only in effect for part of a calendar year, the City's contribution to FSAYC for that year shall be a pro rata portion of \$20,000. This agreement may be terminated by FSAYC upon 60 days' written notice in the event FSAYC does not have sufficient funds to pay the cost of the Program ~~Director~~. In that case any funds remaining from those donated by the City in that year shall be returned.

15. This agreement is not a lease agreement and does not convey to FSAYC a leasehold or other interest in the property used for the Center.

~~15.16.~~ All notices, consents, demands, statements, communications, presentations and requests which may be or are required to be given by either party to the other shall be in writing and shall be delivered in person or sent by United States mail addressed as follows:

City of Stoughton  
c/o Tom Lynch  
381 East Main Street  
Stoughton, WI 53589

FSAYC  
c/o Eric Hohol  
1716 Roby Rd.  
Stoughton, WI 53589

The date of personal delivery or mailing shall be conclusively deemed to be the date on which a notice, consent, demand, presentation or request is given or made. Either party's address may be changed at any time or from time to time by notice given to the other party as herein provided.

~~16.17.~~ This document constitutes the entire agreement between the parties, and supersedes any other prior written or oral agreement of the parties.

~~17.18.~~ This agreement shall be amended only by mutual agreement of the parties, set forth in writing, and attached to this agreement.

~~18.19.~~ This agreement shall bind the parties, as well as their respective successors and assigns. This agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

~~19.20.~~ The undersigned warrant and represent that each has the authority to sign this agreement on behalf of the party represented.

CITY OF STOUGHTON

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Olson  
Mayor

ATTEST

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

FRIENDS OF THE STOUGHTON AREA YOUTH  
CENTER

\_\_\_\_\_   
Date

By: \_\_\_\_\_   
Name: \_\_\_\_\_   
Title: \_\_\_\_\_