



# HEALTH AND HUMAN SERVICES COMMITTEE

## MEETING AGENDA

Date & Time of Meeting: **Wednesday, September 2, 2020 at 4:00 p.m.**

Meeting Location: **Courthouse Assembly Room, - B-105, 500 Forest Street, Wausau**

**Health & Human Services Committee Members:** Tim Buttke, Chair; Michelle Van Krey, Vice-chair; Dennis Gonnering; William Harris; Donna Krause; Tom Seubert; Romey Wagner

**Marathon County Mission Statement:** *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)*

**Health & Human Services Committee Mission Statement:** *Provide leadership for the implementation of the strategic plan, monitoring outcomes, reviewing and recommending to the County Board policies related to health and human services initiatives of Marathon County.*

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Health & Human Services Committee members and the public to attend this meeting remotely. Instead of attendance in person, Committee members and the public may attend this meeting by **telephone conference**. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees. Persons wishing to attend the meeting by phone may call into the **telephone conference beginning approximately 10 minutes prior to the start time indicated above using the following number: 1-408-418-9388. Access Code: 262 543 736** - from phones- **PLEASE MUTE YOUR PHONE!**

1. Call Meeting to Order
2. Public Comment (15 Minutes)
3. Approval of the August 5, 2020, Committee meeting minutes.
4. **Policy Issues** Discussion and Possible Action:
  - A. Second Amended Intergovernmental Cooperation Agreement relative to the Aging & Disability Resource Center of Central Wisconsin, allowing the ADRC-CW to deliver adult protective services on behalf of member counties if a subsequent specific agreement is reached.
5. **Operational Functions** Required by Statute, Ordinance, or Resolution:
  - A. Resolution to Endorse the Creation of Enabling Legislation by the State of Wisconsin for Regional Transit Authorities (RTA)
6. **Educational Presentations** and Committee Discussion:
  - A. Update on the work of the Wisconsin Counties' Association Workgroup on County Communicable Disease Ordinance Guidance (report available here - [https://www.wicounties.org/uploads/legislative\\_documents/guidance-communicable-diseases-final.pdf](https://www.wicounties.org/uploads/legislative_documents/guidance-communicable-diseases-final.pdf) (video of discussion of guidance available here - <https://www.youtube.com/watch?v=0FBaxDZwuhw&feature=youtu.be>))
  - B. Update on County's work to make masks available to public accessing county facilities and discussion of how the county will respond at the conclusion of the Governor's mask mandate
  - C. Overview of County-Facility Rental Practices in light of COVID-19
  - D. Update on NCHC Campus Renovation Project and Upcoming Renovation Planning and Decision-making
  - E. Discussion regarding County Board educational presentation on implicit/explicit bias and institutional/structural discrimination and their impact on Marathon County's ability to achieve its goals (presentation available here - <https://www.youtube.com/watch?v=k6lxZlSeZJI>)
    - 1) What opportunities do you see to improve our policies and practices to enhance diversity and inclusion and help us meet [Objective 3.8 of the Comprehensive Plan](#)?

- 7. Next Meeting Logistics and Topics:
  - A. Committee members are asked to bring ideas for future discussion
  - B. Next Scheduled Meeting: Wednesday, September 30, 2020 at 4:00 p.m.
- 8. Announcements
- 9. Adjournment

*“Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk’s Office at 715-261-1500 or e-mail [infomarathon@mail.co.marathon.wi.us](mailto:infomarathon@mail.co.marathon.wi.us) one business day before the meeting.*

**SIGNED** /s/ Tim Buttke

FAXED TO: Wausau Daily Herald, City Pages, and  
 FAXED TO: Other Media Groups  
 FAXED BY: M. Palmer  
 FAXED DATE: \_\_\_\_\_  
 FAXED TIME: \_\_\_\_\_

Presiding Officer or Designee  
 NOTICE POSTED AT COURTHOUSE  
 BY: M. Palmer  
 DATE: \_\_\_\_\_  
 TIME: \_\_\_\_\_



## MARATHON COUNTY HEALTH AND HUMAN SERVICES COMMITTEE MEETING

### MINUTES

Wednesday, August 5, 2020 at 4:00 p.m.

Courthouse Assembly room, 500 Forest Street, Wausau WI 54403

Attendance:	Present	Absent
Tim Buttke, Chair	X	
Michelle Van Krey, Vice Chair	W	
Dennis Gonnering	W	
William Harris	W	
Donna Krause	X	
Tom Seubert	W	
Romey Wagner		X

**Also Present:** Lance Leonhard, Joan Theurer, Vicki Tylka, Mary Palmer  
**Via Web** – Dave Mack, Kathi Zoern, John Robinson

1. **Call Meeting to Order**

Chair Tim Buttke called the meeting to order at 4:00 p.m.

2. **Public Comment:**

3. **Approval of the July 1, 2020, Committee meeting minutes.**

**MOTION BY DONNERING; SECOND BY HARRIS, TO APPROVE THE JULY 1, 2020, HEALTH & HUMAN SERVICES COMMITTEE MEETING MINUTES, AS CORRECTED. MOTION CARRIED.**

***CORRECTION to July 1<sup>st</sup> Minutes – Supervisor Donna Krause was not present.***

4. **Policy Issues for Discussion and Possible Action:** - None

5. **Operational Functions required by Statute, Ordinance, or Resolution:**

A. **Committee Request for Metro Ride to evaluate a Potential Route to serve River Drive**

**Discussion:**

The Transit Commission for the City of Wausau has been asked to place a bus stop on River Drive by Island Place. At the August 20<sup>th</sup> Transit Commission meeting they will evaluate and finalize the route. A letter of support is requested from the County. There will be a public hearing prior to the vote to approve the route change.

**Action:**

No action taken.

**Follow up:**

Draft a letter of support.

B. **Committee Request for Metro Ride to evaluate a Pilot Weekly Bus Route to Rib Mountain**

**Discussion:**

The Transit Commission would like to do a pilot study on whether to have a weekly bus route from the transit center downtown Wausau to the Rib Mountain shopping area. It could look like six – one hour routes between 10:00 am and 2:00 pm. on Fridays. Some entity needs to provide a local share of the cost to move out of the City of Wausau to another municipality. It could be a public or private source. The annual cost share would be just under \$4,000. The rest of the funding would come from state and federal share which the City can obtain. Total cost estimate for the pilot is \$16,972.94.

Committee members want more information, a concrete plan, and how long will the pilot last? Right

now information is being gathered. Looking for Rib Mountains support the pilot, but not funding.

**Action:**

No Action taken.

**Follow up:**

Bring back in September and invite Supervisor Johnson to bring a resolution to move to the Board. Also invite Greg Seubert from Wausau Metro Ride.

C. Creation of two, 1.0 FTE Social Service Specialist positions (funded by existing Base-County Allocation) in the Marathon County Department of Social Services

**Discussion:**

Vicki Tylka, Social Services Director, introduced herself. She explained the reason for the request of the two positions is due to a federal law changes and the reduction of funds for out of home placements. It's supposed to be an incentive for children to stay at home or return home faster from out of home placements. It is mandated by the state that we are legally responsible to protect those children who are abused or neglected, but keep kids at home, if it's safe

These social services specialist positions will support the work of social workers. They will work with high risk families of out of home placements and those under 17 that could be a danger to the community. No tax levy would be used for these positions. As a larger department they have flexibility to move staff around if funding disappears.

Administration supports these positions to be created as soon as possible in 2020. This is an investment to keep children in their homes.

**Action:**

**MOTION BY HARRIS; SECOND BY GONNERING TO APPROVE THE CREATIONS OF TWO, 1.0 FTE SOCIAL SERVICE SPECIALIST POSITIONS (FUNDED BY EXISTING BASE-COUNTY ALLOCATION) IN THE MARATHON COUNTY DEPARTMENT OF SOCIAL SERVICES AND MOVE THEM FORWARD TO HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE. MOTION CARRIED.**

**Follow up:**

Send to HR, Finance & Property

**6. Educational Presentations and Committee Discussion**

A. Discussion on Potential Value of Legislation Authorizing the Creation of a Regional Transit Authority (RTA)

**Discussion:**

Dave Mack, Conservation, Planning & Zoning, staffs the Transportation Coordinating Committee (TCC). This committee provides leadership for coordination and evaluation of transportation needs for Marathon County's specialized populations.

Counties that have RTA's can develop a funding stream. Locally we are looking at what we would like the state to do. The conversation that took place at the TCC was explained, that we are just asking legislators to allow the creation of the RTA or discuss it for this area. Currently there are no drawbacks. It just gives the authority to begin the discussions.

Supervisor Harris believes the future is expanding transportation and create cooperation, resources and funding. Thinks it's the way of the future. Look at future riders, not just now.

**Follow up:**

Put on the September agenda for action and bring resolution forward.

B. Update on State funding to local Health Department to Carry Out Pandemic Related Work

**Discussion:**

Joan Theurer, Health Officer, explained that health departments have received a number of grants.

The total dollar amount to be recouped is about \$1.5 million. The funds are used in part for the following:

- Contact tracing: 1) initial notifications; 2) provide education and make sure they are safe and 3) monitoring functions, by phone initiate daily calls or use an app to report self-monitoring. Full costs will not be recouped.
- Testing Coordinator Position to ensure a coordinated effort related to testing with various contiguous counties. Start looking at what are creative alternative ways to do testing such as the National Guard and what systems can we put in place.
- Update emergency preparedness plan eligible up to \$32,000 but we don't have staff with expertise or capacity to spend all those funds.
- Money that could be moved forward must be spent by year end
- A public health person is working full time with public and private school districts on schools openings. We are not advising what policies the schools should put in place, but are providing information and making recommendations.

Staff and residents of nursing homes have all been tested for baseline. Some nursing homes can do it every 2 weeks, but some do not have enough supplies to do it that often. Also regular testing is happening in correctional settings (more at state level). Would it be good to go into our schools and test before an outbreak in our schools? Some universities would like to see this happen, but because of limited testing supplies testing students aren't priorities right now.

One case report can result up to 30 or 40 contacts.

**Follow up:**

No follow through needed.

C. Provision of Masks to Guests at County Buildings

**Discussion:**

Marathon County is providing masks to the public at each building. Using the strategy method, the public will be provided cloth (reusable) face coverings. We are partnering with Boys and Girls Club to put together a bag with a cloth mask and information on how to put on, take off and how to take care of the mask.

Court Security estimates that about 95% of individuals coming into the courthouse are wearing masks. Over all good compliance with the public.

**Follow up:**

No follow through needed.

D. Update on the work of the Wisconsin Counties' Association Workgroup on County Communicable Disease Ordinance Best Practices

**Discussion:**

The WCA work group is close to issuing their final document and anticipate that it will be released the week of August 17<sup>th</sup>. The document will be a white paper with an overview of public health officer authority and will break out types of orders with quarantine and general large scale outbreaks.

Health Department authority is clear in the statutes, but enforcement is not clear. Orders need to be limited and time and oversight of issuing an order. There will be good information and clarity for policy boards (county/municipalities) and where the gaps are.

WCA has put together a tool that provides COVID-19 data by County. Go to [forward-analytics.net](http://forward-analytics.net). You can see a variety of data and do comparisons by county.

If Marathon County would move forward with a new ordinance, we would need to have public input. The first steps would be to find out what WCA's recommendations are and what are the implications to

the county? Most people are unaware of the authority of the health department. The public, committee and county board members need to be educated.

Early on the Health Department had staff resources to monitor those quarantined. One out ten needed coaxing. As of July with increase in cases, monitoring stopped. Now people are contacted by sending a letter in the mail and provide them expectations. We do not have enough staff for one-on-one monitoring with the increase in cases.

**Follow up:**

No follow through needed.

**7. Next Meeting Logistics and Topics:**

**A. Committee members are asked to bring ideas for future discussion**

- Future items for discussion:
- Next meeting Wednesday, September 2, 2020, at 4:00 p.m.

**8. Announcements:** None were given

**9. Adjournment**

There being no further business to discuss, **CHAIR BUTTKE ADJOURNED THE MEETING AT 5:34 P.M.**

Minutes Prepared  
By Mary Palmer

**SECOND AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT BY  
AND BETWEEN LANGLADE COUNTY, LINCOLN COUNTY, MARATHON  
COUNTY AND WOOD COUNTY**

This Agreement is made and entered into by and between Langlade County, Lincoln County, Marathon County and Wood County, each of which is organized and existing under the laws of the State of Wisconsin, which are signatory to this Agreement (the "Member Counties").

RECITALS

WHEREAS, each of the Member Counties is authorized to provide Aging and Disability Resource and Older American Act (OAA) Services for its residents; and

WHEREAS, the Member Counties are authorized by Sec. 66.0301 of the Wisconsin Statutes to enter into contracts for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Member Counties, acting for their benefit and for the health, safety and welfare of their citizens, deem it to be in their mutual interests to join together to form a Board under Sec. 66.0301 of the Wisconsin Statutes to provide Aging and Disability Resource and OAA Services for their residents.

NOW, THEREFORE, for and in consideration for the benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

SECTION ONE

DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" means this intergovernmental cooperation contract regarding the establishment of and the creation of an Intergovernmental Board to provide Aging and Disability Resource Services and OAA Programs in their respective communities.

"Board" means the Aging and Disability Resource Center of Central Wisconsin Board created under this Agreement pursuant to Sec. 66.0301 of the Wisconsin Statutes.

"Fiscal Year" means the period of time from the effective date of this agreement to December 31, 2009, and thereafter commencing on January 1 and ending on December 31 of each following year.

"Governing Body" means the county board of each of the Member Counties.

"Aging and Disability Resource Center of Central Wisconsin (ADRC-CW)" means the entity that provides services and programming to adult and disability qualified citizens of the Member Counties as determined by the Board.

"Member County" means any county which is a party to this Agreement or which may hereafter become a party to this Agreement.

"Proportionate Share" means the proportion that each Member County shall pay to cover annual costs.

"Representative" means the individuals designated by each Member County to be its representatives to the Board.

## SECTION TWO

### PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish an organization (ADRC-CW) for the Member Counties to provide aging and disability resource services as well as services traditionally known as Older American Act to qualified citizens of the Member Counties. The Member Counties will create a Board to oversee the provision of such services and to provide governance for the programs provided to the Member Counties.

The purpose of the organization is as follows:

Through a regional collaboration, the Aging and Disability Resource Center of Central Wisconsin (ADRC-CW) will maximize available resources to enhance the quality of life for the elderly and adults with developmental and/or physical disabilities in our designated service area.

## SECTION THREE

### PARTIES TO AGREEMENT

Each Member County represents and warrants that it intends to, and does hereby, contract with all other Member Counties executing this Agreement, and any new members admitted to the Board pursuant of Section Eight hereof.

## SECTION FOUR

### THE 66.0301 BOARD

4.01 Creation. Pursuant to Sec. 66.0301 of the Wisconsin Statutes, there is hereby created an intergovernmental cooperation Board composed of the Member Counties and a Board to be known as the ADRC-CW Board.



4.02 Powers and Duties of Board. The Board shall have the powers common to its Member Counties and is authorized, in its own name, to do all acts necessary to exercise such common powers to fulfill the purposes of this Agreement referred to in Section Two. In addition, the Board shall have the following powers:

- A. The Board shall have the power to establish the Board's annual budget as provided in Section 5.02.
- B. The Board shall have the authority to hire, supervise, and support the Executive Director of the ADRC-CW and to take other action deemed necessary for the operation of the ADRC-CW provided for this Agreement. Subject to the above authority of the Board and further subject to future amendments of this Agreement, the Executive Director shall be considered an employee of Marathon County. All other employees of the ADRC-CW, other than the Executive Director, shall be subject to the supervisory authority of the Executive Director and shall also be considered employees of Marathon County.
- C. The Board shall have the authority to enter into leases or contracts necessary for the provision of services provided under this Agreement.
- D. The Board shall provide an annual report to the Member Counties of the programs and services provided by the Board and the financial aspects of the programs and services provided.
- E. The Board shall have the authority to contract with Member Counties for the provision of Adult Protective Services within those Counties.

4.03 Limitation on Powers of Board. The Board shall not have the power to borrow funds.

The Board shall not have the authority to own facilities unless approved by all Member Counties.

4.04 Board Membership. The Governing Body of each Member County shall designate two County Board Supervisors as its Representatives to serve on the Board.

These representatives shall be selected by the governing body of the Member County pursuant to its normal procedures. Member County can appoint an alternate representative. Alternative representative may only vote when that function is requested by absent representative and announced at beginning of meeting.

Seven citizen members shall also serve as members of the Board. Citizen Members will be selected at large from the service areas and shall be individuals who receive

services from the ADRC-CW or are affiliated with individuals who receive services from the ADRC-CW. Citizen Members will represent the following populations: Two (2) - Developmentally Disabled, One (1) - Physically Disabled, and Four (4) - Elderly. The Citizen Members shall be recommended to the Member Counties by the remaining members of the ADRC-CW Board and shall be appointed by the Member Counties in accordance with their normal appointment process.

In the event that the Board receives written notice from the appointing Member County of the replacement of the Representative, or the death or resignation of the Representative, the Member County may appoint a Representative to replace the previously appointed Representative. Representatives of any Member County which withdraws from this agreement shall be removed effective the date of the withdrawal. Citizen Members will be replaced based upon their population representation using the appointment process.

Representatives are entitled to reimbursement by his/her Member County as authorized by the Governing Body of his/her Member County. Citizen Members shall be reimbursed by the Board as set forth in its fiscal policy.

- 4.05 Meetings of Board. An initial organizational meeting of the Board shall be called by the representative(s) from the Member County with the largest population. Thereafter, meetings shall be held on the 15<sup>th</sup> of each month unless the Board establishes a different schedule of regular meetings.

Other meetings of the Board may be called by the Chairman or by fifty percent of the Representatives.

- A. Open Meetings. Each meeting of the Board shall be called, noticed, held and conducted in accordance with the Wisconsin Open Meetings Law (Sec.19.81 et. seq. of the Wisconsin Statutes).
- B. Minutes. Minutes of the meetings of the Board shall be kept by the Secretary/Treasurer. The Secretary/Treasurer shall forward copies of the minutes to the Representatives and the Clerks of the Member Counties.
- C. Quorum. A majority of the Representatives is a quorum for the transaction of business. A vote of a majority of a quorum at the meeting is sufficient to take action unless the vote by a greater number is required by law or this Agreement.
- 4.06 Board Officers. Annually at the Annual Meeting in June, the Representatives shall elect a Chairman, Vice Chairman and Secretary/Treasurer from the membership of the Board. The Chairman, Vice Chairman and Secretary/Treasurer shall be the officers of the Board. Said election shall be effective for one year.
- 4.07 Powers and Duties of Officers.

- A. Chairman. The Chairman shall preside at all meetings of the Board and shall sign all resolutions, contracts and any other documents of any kind requiring a signature on behalf of the Board.
- B. Vice Chairman. The Vice Chairman shall perform all of the duties and have all of the powers of the Chairman in the absence of the Chairman.
- C. Secretary/Treasurer. The Secretary/Treasurer or its designee shall make and keep a permanent record of all Board proceedings, including public hearings; have custody of all records of the Board; furnish Representatives with a copy of the agenda of meetings of the Board prior to such meetings; furnish all notices of meetings and proceedings as may be required by law; countersign all contracts and any other documents requiring signature on behalf of the Board; and attest to and/or certify all actions taken by or on behalf of the Board. The Secretary/Treasurer shall keep all bills filed with the Board and render a report of all Board finances at each meeting of the Board. The Secretary/Treasurer shall perform all of the duties and have all the powers of the Chairman in the absence of the Chairman and Vice Chairman.

## SECTION FIVE

### BUDGET AND AUDIT

5.01 Fiscal Policy. Board will be responsible for developing fiscal policy for the operation of the ADRC-CW subject to review and approval of the Member Counties.

5.02 Budget. The Board shall present a proposed annual budget on a schedule and in a form consistent with each of the Member County budget approval process.

That portion of the proposed budget funded by property taxes for each fiscal year shall be submitted for approval of the Member Counties as part of the regular budget approval process for the Member County.

Copies of the entire budget shall be distributed to each Representative and to each Member County. The budget may establish any and all reserve funds for the sound fiscal operation of the Board as approved in the ADRC-CW fiscal policy which is incorporated herein.

5.03 Audit. The Board shall cause an annual independent financial audit of the Board accounts and records with respect to all receipts, disbursements, other transactions, and entries into the books of the Board: The annual audited financial statements shall be forwarded to the respective Member Counties on a timely basis and comply with accounting requirements as set forth by General Accepted Accounting Principles (GAAP) and the General Accounting Standards Board (GASB).

5.04 Proration of Expenses.

- A. It is the intent of the parties to this Agreement that the Aging and Disability Resource Center services and the funding for the same is combined into a four county regional program with uniform and consistent services based upon and required by the contract with the State of Wisconsin.
- B. It is the intent of the parties to this Agreement that the annual cost of operating the Older American Act services and other regional services provided by the four counties will be funded jointly by a state grant to the ADRC-CW and by local tax levy. Annually the tax levy required to funding OAA services as proposed by the ADRC-CW Board in its proposed annual budget will be prorated based upon an allocation of 46.1% Marathon County, 23.1% Wood County, 13.4% Laclede County and 17.4% Lincoln County. Annual levy expenditures for OAA services proposed by the ADRC-CW Board will require approval by a majority of the member counties. Failure of a Member County to approve the annual levy will not relieve it from its responsibility to contribute its prorated levy amount for that fiscal year. Counties wishing to discontinue contributing their prorated allocation in the future, must follow withdrawal procedures as stipulated in section IX.

5.05 Ownership of Facilities. Each Member County shall retain ownership of the real property facilities used by the Member County for the provision of ADRC-CW services in their respective county. Personal property may be owned by ADRC-CW jointly with other entities and as further enumerated in the ADRC-CW fiscal policy.

5.06 Use of Funds from Member Counties. All funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act shall be utilized solely for the provision of those services. In no event shall funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act be directed towards the provision of Adult Protective Services by the ADRC-CW. Funds for the provision of Adult Protective Services shall be accounted for and utilized separately by ADRC-CW in the event ADRC-CW is contracted to provide those services for any Member County.

## SECTION SIX

### BILLING AND PAYMENT PROCEDURES/SUPPORT SERVICES

- 6.01 Billing Procedures. The Board shall have the authority to establish billing procedures for the costs of the ADRC-CW to be paid by the Member Counties.
- 6.02 Payment by Member Counties. Each Member County agrees to promptly pay all billing statements from the Board. If any Member County disputes the amount of any payment to be made, it shall nevertheless pay the amount claimed when due,

stating in writing that it is making such payment under protest and the grounds therefore. By such payment the Member County shall not have agreed to the correctness of the amount and shall nevertheless retain the right to dispute the validity of the claim on any of the grounds set forth in such protest with the same effect as if it had not made payment. Such dispute shall be resolved in the manner, as provided in Section Twelve hereof, if the Board and the Member County cannot dispose of the dispute by agreement.

- 6.03 Failure to Make Payment. If any Member County fails to pay any amount due and owing to the Board, such defaulting Member County shall be indebted to the Board for the payment due, plus interest as enumerated in the ADRC-CW Fiscal Policy.
- 6.04 Fiscal Agent/Employment. For the initial term of this Agreement and subject to the cancellation provisions herein, Marathon County shall serve as the fiscal agent for ADRC-CW providing all audit, generalized accounting, payroll and fringe benefit management. Marathon County shall further provide support services including IT (Data Center), legal services, employee resource services, Worker's Compensation Administration, and liability insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC). Insurance coverage through WMMIC shall not include Errors or Omission coverage for Officers and Board Members. The Board shall purchase separate insurance for this coverage and any other insurance as required.

For the initial term of this Agreement and subject to the cancellation provisions herein, all employees of ADRC-CW shall be considered employees of Marathon County.

Should either the ADRC-CW or Marathon County find it in their respective best interests to terminate this relationship for any or all of the support services, written notice shall be provided to the other party. Written notice shall be a minimum of six (6) months unless a shorter notice is required by actions beyond the control of the cancelling party (i.e., notice by an insurance carrier of cancellation or contract amendments by contractors to Marathon County).

Marathon County shall bill for support services at the usual and customary rate charged to other entities. The rate for all support service charges will be established as part of the annual budget and will not be altered during the fiscal year of the ADRC-CW.

## SECTION SEVEN

### INDEMNIFICATION

Each party shall indemnify the other Member Counties, and their respective agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees incurred in the necessary prosecution or defense of any action, arising out of performance or nonperformance by that Member County of any of its obligations under this Agreement and which is caused in whole or in part by that Member Counties

negligent act or omission, or that of its agents or employees, or anyone employed by it or for whose acts that it may be liable, or for any breach by it of any of the terms of this Agreement.

## SECTION EIGHT

### NEW MEMBERS

Any county which is contiguous with a member county may request to become a member of the ADRC-CW. Admission of new members shall be obtained by approval by all Member Counties.

Each prospective member must agree to the terms of this Agreement and deliver a duly executed copy of the Agreement to the Board.

## SECTION NINE

### WITHDRAWAL OF MEMBERS

Any Member County may withdraw from the ADRC-CW upon providing sixteen (16) months written notice to the Board prior to the effective date of the withdrawal. Any withdrawal shall only be effective on December 31 following the sixteen (16) months notice requirement.

Notice of withdrawal from the ADRC-CW will not relieve a Member County's obligation to make payments on its proportionate share of expense to the Board until the effective date of the withdrawal provided above. Withdrawal from the ADRC-CW will not relieve a Member County of any liability assigned to the Board or the ADRC-CW which arose during the period of time the Member County was a member of the Board or any liability which arises as a result from an incident that occurred during the same time period.

## SECTION TEN

### TERM OF AGREEMENT

This Agreement shall be effective upon approval of all of the Governing Bodies of the respective Member Counties.

This Agreement shall be for an indefinite term subject to the right of each Member County to withdraw from participation in accordance with the terms of this Agreement and compliance with the requirements for withdrawal from the Board.

## SECTION ELEVEN

### DISSOLUTION OF BOARD

In the event of withdrawal by a Member County, the ADRC-CW and its Board

shall continue to exist with-remaining Member Counties for the purpose of continuing to provide services for the remaining Member Counties. The fiscal policy of the ADRC-CW shall establish procedures for the equitable distribution of assets of any withdrawing Member County or upon dissolution of the ADRC-CW.

The ADRC-CW shall be dissolved by a vote of two-thirds (2/3) of the Board. Said dissolution shall be effective December 31 following the sixteen (16) months' notice requirement set forth herein.

## SECTION TWELVE

### DISPUTE RESOLUTION

It is understood and agreed that all disputes which may arise under or in connection with this Agreement shall be resolved by the Board unless the Board is directly involved in the dispute in which case the matter shall be resolved by the Appeals Committee.

The Appeals Committee will be comprised of the Chairs of the member Counties' Finance and Human/Employee Resources Committees and one member county representative serving on the Board from each Member County. Each Member County Board Chair will designate the Board Representative to serve on the Appeals Committee.

A Member County may seek review of a determination by the Board by appeal to the Appeals Committee. A Member County may seek review of a determination made by the Appeals Committee by appeal to the Circuit Court.

In order to invoke this dispute resolution procedure, a Member County shall file a written notice with the Board setting forth the details of the dispute. The notice shall state that the Member County is electing to resolve the dispute under the provisions of this Section. Every effort shall be made to resolve disputes under this Section in a timely manner but, in no event, no longer than ninety (90) days from the date of the notice unless waived by the Member County. This ninety day time limitation is an aggregate limitation which applies regardless of whether the dispute resolution process is initiated with the Board.

## SECTION THIRTEEN

### MISCELLANEOUS

- 13.01 Notices. Notices under this Agreement to Member Counties shall be sufficient if delivered to their Representatives and the office of the Clerk of the Member County. Notices to the Board under this Agreement shall be sufficient if delivered to the Chair and the Secretary/Treasurer at his or her regular business office. Notices for meetings of the Board shall be governed by the Open Meeting Law of the State of Wisconsin.
- 13.02 Amendments to Agreement. This Agreement may be amended at any time if the amendment is approved by all Member Counties acting through their governing Bodies.

- 13.03 Effective Date of Amendments. Any amendment of this Agreement shall become effective upon the Board receiving notice of the approval of the amendment by all of the Governing Bodies of the Member Counties.
- 13.04 Severability. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Wisconsin, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.
- 13.05 Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.
- 13.06 Prohibition Against Assignment. Neither Member Counties nor the Board may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member County shall have any right, claim or title to any part, share, interest, fund or asset of the Board.
- 13.07 Procedural Rules of Meetings. All meetings of the Board or Sub-committees thereof shall be governed by current Robert's Rules of Order.
- 13.08 Execution. This Agreement shall be executed on behalf of each Member County, upon approval thereof by its Governing Body, by duly authorized officials (including its County Board Chair and County Clerk). This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.



Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

County of Langlade

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County of Lincoln

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County of Marathon

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County of Wood

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**RESOLUTION #R- \_\_\_\_-20**

**ENDORSE THE CREATION OF ENABLING LEGISLATION BY THE STATE OF WISCONSIN FOR REGIONAL TRANSIT AUTHORITIES**

**WHEREAS,** In 2009 the Wisconsin Legislature passed legislation included in Act 28, enabling the formation of Regional Transit Authorities, complete with the power of taxation necessary to fund their start-up and operations; and

**WHEREAS,** In 2011, as part of Act 32, the Wisconsin Legislature passed legislation disabling the same Regional Transit Authorities, with no explanation or narrative for undoing what had been done two years earlier; and

**WHEREAS,** Wisconsin is the only Midwest state without enabling legislation to create these authorities. Regional Transit Authorities (RTAs) are a quasi-governmental entity that provides a governance structure for a unified transportation system and has taxing authority, therefore offering a funding alternative to property taxes; and

**WHEREAS,** Regional Transit Authorities allow for a regional and comprehensive look at transportation. They encourage connectivity and multimodal approaches since the planning takes place with one body for the whole region. A multimodal and coordinated system improves the mobility, connectedness, and quality of life for those who are unable to drive themselves, particularly older adults, and individuals with disabilities and those with low incomes; and

**WHEREAS,** Developing transportation systems requires flexibility to create innovative services that can cross municipal and county borders and account for communities of different sizes. RTAs enable this to be done in a more efficient, effective and sustainable manner; and

**WHEREAS,** Transportation systems are a part of the infrastructure that helps people get to jobs, medical appointments, and remain active and engaged members of the community and local economy. Where there are strong systems and meaningful mobility choices, there are strong communities; and

**WHEREAS,** Marathon County places great importance on our system of mobility for the populations most in need of the services that a Regional Transit Authority could provide our residents; and

**WHEREAS,** Lack of mobility for people is a factor contributing to their lack of "sustainability," while Regional Transit would allow easier access to jobs, schools, health care, and basic needs.

**NOW, THEREFORE, BE IT RESOLVED,** Marathon County calls upon the Wisconsin Legislature to craft and pass Legislation to enable Regional Transit Authorities in Wisconsin; and

**BE IT FURTHER RESOLVED,** that there be no limitations placed on the number of such Authorities, barring duplication of services or geographic overlap; and

**BE IT FURTHER RESOLVED,** that agencies and Legislative Committees charged with overseeing transportation needs, make the creation of these RTAs a top priority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TRANSPORTATION COORDINATING COMMITTEE


HEALTH & HUMAN SERVICES COMMITTEE


Fiscal Impact: