



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Monday, March 9, 2020 3:00 p.m.**

****AMENDED****

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: **EJ Stark, Chair; Bill Miller, Vice-Chair; Tim Buttke, John Durham, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny**

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)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

1. Call to Order-Please silence your cellphones
2. Public Comment Period
3. Approval of the Minutes of the February 24th & 25th, 2020 Human Resources, Finance and Property Committee Meeting
4. Educational Presentations/Outcome Monitoring Reports
County Policies and Procedures for Accounts Payable, Direct Deposit and ACH Processing-Klein/Palmer
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 - 1) Approval of February 2020 Claims and Questioned Costs-Palmer
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 - 1) Interdepartmental Budget Transfers
 - 2) Resolution to Consider the Purchase of the CERES Timber Property LLC Property for County Forest
 - 3) Create 2.0 FTE social work positions for Children's Long Term Support (CLTS) – non-tax levy positions (Leonhard & Tylka)
 - 4) Create 1.0 FTE community support specialist position – non-tax levy position (Leonhard & Tylka)
 - 5) Reorganization of Register of Deeds Office - Abolish 2.0 FTE Administrative Assistant positions (one under-filled at .625FTE) and Create 1.0 FTE Administrative Specialist position. (Stratz & Matel)
 - 6) Discussion and Possible Action-Resolution to Establish Salaries for Elected Department Heads— County Clerk, Register of Deeds and Treasurer Their Upcoming Term of Office (Matel)
 - 7) Recommendation to increase pay range maximum for the Assistant Corporation Counsel classification due to market factors (Matel)
 - 8) Create 1 FTE Assistant Corporation Counsel position, C-42 Market (Matel/Corbett)
6. Policy Issues Discussion and Committee Determination-None
7. Motion to Go into Closed Session (Roll Call Vote Suggested), pursuant to s. 19.85(1)(e), Wis. Stats., for the Purpose of Deliberating or Negotiating the Purchase of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, to Wit: For the purpose of permitting the Committee to discuss its strategy for negotiating the possible purchase of a certain piece of real estate adjacent to the Marathon County Courthouse, located in the City of Wausau, Marathon County, State of Wisconsin.
8. Motion to Return to Open Session (No Roll Call Vote Required)
 - 1) Announcements and possible action on matters discussed in closed session
9. Announcements:
Next Meeting Date-March 23, 2020 at 3:00 p.m.
10. Adjourn

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 one business day before the meeting.

SIGNED EJ STARK/s/K Palmer

Presiding Officer or Designee

Faxed to: Wausau Daily Herald

Faxed to: City Pages

Faxed to: Record Review

Faxed by/time: K Palmer 3/5/2020 2:00 pm

Posted to the County Website:

NOTICE POSTED AT THE COURTHOUSE

By/Date/Time: K Palmer 3/5/2020 2:00 pm

www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Monday, February 24, 2020 3:00 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: EJ Stark, Chair; Bill Miller-excused, Vice-Chair; Tim Buttke, John Durham-excused, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny-excused Others: Kristi Palmer, Mitchell Fox, Mike Puerner, Frank Matel, Mary Jo Maly, Sharon Hernandez, Sue Fox, Lance Leonhard

1. Call to Order by Supervisor Stark at 3pm
2. Public Comment Period -None
3. Approval of the Minutes of the February 10, 2020 Human Resources, Finance and Property Committee Meeting
Motion by Xiong and seconded by Buttke to approve the minutes, vote unanimous
4. Educational Presentations/Outcome Monitoring Reports-None
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 - 1)Tax Deed Property-Appraisals/Set Sales Price (Trueblood)
 - a. 307 S 9th Street Wausau, WI
County Clerk Trueblood provided in information to the Committee in regards to this property, the appraiser was not able to get into the property as there was a lot of garbage and he could not open the door. The back taxes are \$17,736.21 and there are some additional costs with securing the property. The property will be sold "as is". This property has not been listed as tax deed property by the County. Motion by Gibbs and seconded by Buttke to set the minimum sales price at \$19,000; vote unanimous.

2) Proposed Snowmobile License Agreement for snowmobile trail access to property owned/managed by Spirit Falls Timber, LLC. In regards to questions regarding willingness of Marathon County to assume risk Mitchell Fox from the Parks department discussed the request of Spirit Falls Timber LLC's request for insurance requirements for the snowmobile trail through the property. Corbett reviewed the agreement and made some changes to the agreement. The land owner requested to make the agreement with Marathon County not the snowmobile club. The hold fast to our typically agreement and they create an agreement with the club, we indemnify the land owner using our standard language or agree with the proposed language from the Spirit Falls Timber LLC. The land owner would like to the County to indemnify them for any duty to keep the snowmobile trail safe and hold harmless for any and all causes with the maintenance of the snowmobile trail. Risk management has an issue with the "any and all" language in the contract and the County may not have insurance coverage in some cases due to exclusion. Stark-I would recommend that we go with the language that Corporation Counsel has drafted and used in the past.
Motion by Gibbs and seconded by Buttke to send the contract that was negotiated and drafted by Corp Counsel with the \$3 M limit and limits the County's exposure; vote unanimous
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 - 1) Tentative Agreements for a 2020 and 2021 Collective Bargaining Agreement Between Marathon County and the Deputy Sheriff's Association
Matel went over the proposed contract changes for the 2020 and 2021 Collective Bargaining Agreement with the Deputy's Sheriff Association.
Motion to move the Xiong and seconded by Buttke to bring this contract forward to the County Board for approval; vote unanimous
 - 2) Discussion and Possible Action-Tentative Agreements for a 2020 and 2021 Marathon County Salary and Benefit Ordinance for Sheriff's Department Lieutenants--Matel/Sheriff Parks
Motion by Buttke and seconded by Xiong to approve the agreement and forward to the County Board; vote unanimous
6. Policy Issues Discussion and Committee Determination-none
7. Announcements: Next Meeting Date-February 25, 2020 at 7:00 p.m.
8. Adjourn-Gibbs and Buttke to adjourn at 3:50 pm by unanimous vote



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Tuesday, February 25, 2020; 7:00 p.m.**

Meeting Location: **Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

Members: EJ Stark, Chair; Bill Miller-excused, Vice-Chair; Tim Buttke, John Durham-excused, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny-excused Others: Michel Loy, Supervisor Gabor, Kristin Hanson, Kristi Palmer, Lance Leonhard

1. Call to Order by Supervisor Stark at 7 pm
2. Public Comment Period-15 minutes -None
3. Operational Functions required by Statute, Ordinance, or Resolution:
 - a. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 - i. Resolution Awarding the Sale of \$8,500,000 General Obligation Promissory Notes, Series 2020A-from February 10, 2020

Kristin Hanson from PFM presented the information on the sale of \$8,500,000 GO notes.

Motion by Gibbs and seconded by Xiong to award the bid for the \$8,500,000 GO Notes Series 2020A to Robert W Baird as the lowest true Interest Cost (TIC) bidder and forward to the County Board, vote unanimous

4. Announcements:

Next Meeting Date-March 2, 2020 at 3:00 p.m.
5. Adjourn Motion by Xiong and seconded Buttke to adjourn at 7:10 pm; vote unanimous

AGREEMENT OF PURCHASE AND SALE
(Wisconsin)

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into by and between **CERES TIMBER, LLC**, a Delaware limited liability company ("SELLER") and **MARATHON COUNTY**, a Wisconsin county and body corporate and politic ("BUYER").

1. **Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 200 acres, more or less, located in Marathon County, Wisconsin and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property").

2. **Purchase Price and Payment.**

(a) The total purchase price for the Real Property shall be the sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fedwire System) at the Closing as described in Section 5 below.

(b) This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.

(c) Except as provided in BUYER'S ADDENDUM A, which is attached hereto and incorporated herein, this is an all-cash sale and purchase and is not contingent upon financing even though BUYER may apply to a lending institution of BUYER's choice for a mortgage loan. BUYER understands and agrees that neither the receipt of a commitment from such a lending institution, their acceptance of such a commitment, nor their satisfaction of any condition set forth in such a commitment shall in any way be conditions of BUYER's obligations under this Agreement. SELLER makes no representation or warranty as to BUYER's ability to obtain financing.

3. **Disclaimer; Waiver.**

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, Broker, any of SELLER's members or affiliates, or each of their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property (iv) logging conditions or feasibility; (v) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any

portion of the Real Property as "wetlands"; (vi) the volume, type, condition or quality of minerals on the Real Property; (vii) the availability of railroad, water, sewer, electrical, gas or other utility services; (viii) the environmental conditions or requirements of the Real Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Real Property; (xi) the suitability or fitness of the Real Property for any construction or development; (xii) the suitability of the Real Property for any purpose; (xiii) the current or projected income or expenses of the Real Property; (xiv) the transferability of the current MFL or FCL designation, if any; (xv) whether the Real Property will or will not be eligible for MFL or FCL designation after Closing, or (xvi) any other matters related to the Real Property. **SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.**

(b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; (ii) in entering into this Agreement, BUYER is not relying on any such representations or warranties; and (iii) BUYER has relied on its own examination and investigation thereof. BUYER hereby waives its right, if any, to receive a real estate condition report as provided in Wisconsin Statutes Sections 709.02 and 709.08.

(c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Agreement by reason of any right to do so under this Agreement, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property "**AS IS, WHERE IS, with all faults**" at the Closing.

(d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

4. Review Period. Buyer's Review Period shall last until the date of fulfillment of the contingencies in 1. A. of Buyer's Addendum A but shall not extend beyond the Closing Date.

5. Time and Place of Closing; Escrow. Upon mutual execution, the parties shall deposit a copy of this Agreement, and such other documents and monies as are required hereby into escrow established with Legends Title Services, LLC, having an address of 2225 Brackett

Avenue, Eau Claire, Wisconsin 54701 (the "Escrow Agent"). SELLER and BUYER shall each pay one half of the closing and escrow costs of the Escrow Agent; provided, however that costs relating to title insurance shall be allocated as set forth below and BUYER shall be responsible for all closing and escrow costs relating to BUYER's mortgage loan, if any. As referred to in this Agreement, Closing shall take place at or before 4:00 p.m. (Central Time) on May 29, 2020 or such earlier date as agreed by the parties (the "Closing Date"). Closing shall take place, in escrow, at the offices of the Escrow Agent. Closing shall mean the point at which all documentation and monies required to close the transaction have been delivered to escrow, including signed escrow instructions ("Closing"). The wire transfer for the Purchase Price must be initiated by noon on the Closing Date, and the deed may not be recorded until such wire transfer has been received by the Escrow Agent. Both parties agree to deliver to the Escrow Agent such other documents as the Escrow Agent may reasonably require to effect Closing, but without materially increasing such party's obligations, liabilities or expenses hereunder.

6. Deed of Conveyance. At the Closing, SELLER shall deliver a Special Warranty Deed (State Bar of Wisconsin Form 6-2003) conveying to BUYER title to the Real Property and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; provided, however, that the conveyance and the foregoing warranty shall be subject to (i) the terms and conditions of the Addendum to Deed attached hereto as Exhibit D, including without limitation the "Permitted Exceptions" (as set forth on the Addendum to Deed), which shall be attached to the deed of conveyance and (ii) all exceptions of title as noted on the title commitment provided by SELLER to BUYER and not objected to by BUYER or waived by BUYER pursuant to the title review procedure as set forth in Section 7 below, which list of exceptions shall be attached as an exhibit to the deed of conveyance.

7. Title Review. SELLER shall order a preliminary commitment for a standard policy of title insurance and will provide same to BUYER as soon as reasonably possible. BUYER shall have fifteen (15) days from receipt of such commitment (or the expiration of Buyer's Review Period, if later) to furnish SELLER with a written statement of any title objections other than the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, then, upon written notice to BUYER, this Agreement shall be null and void and, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price. At Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.

8. Managed Forest Law and/or Forest Crop Law Designations. BUYER acknowledges and understands that the Real Property is currently enrolled in the Managed Forest Law ("MFL") program or the Forest Crop Law ("FCL") program in Wisconsin and is subject to certain provisions, conditions, and/or restrictions thereunder. BUYER understands that the Real

Property, as a stand-alone parcel, may no longer be eligible under the MFL and/or the FCL programs after Closing, and BUYER understands and agrees that it is BUYER's responsibility to confirm post-Closing MFL and/or FCL eligibility if desired by BUYER. BUYER agrees to execute such documents as may be required to transfer the MFL and/or FCL designations to BUYER at or after Closing. BUYER shall indemnify SELLER from and against any obligations (including penalties, withdrawal taxes and fees) that may arise as the result of the Real Property being removed from the MFL/FCL designations at or after Closing for any reason. SELLER hereby notifies to BUYER: (i) that changes you make to property that is subject to an entry designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties; (ii) that the Wisconsin Department of Natural Resources ("DNR") monitors compliance with the management plan under the MFL program; (iii) the DNR may be contacted at 1-888-WDNRINFo (1-888-936-7463) or as set forth at <http://dnr.wi.gov/contact/> and DNR foresters may be contacted as set forth on Exhibit E attached hereto (list as of January 2013 — a regularly updated listing of DNR foresters is also available on the DNR's website at <http://dnr.wi.gov/topic/forestlandowners/locator/>); and (iv) the applicable entry period for the Real Property under the MFL Program is 50 years.

9. Prorations and Expenses. All real estate taxes for the calendar year of closing shall be prorated as of the Closing Date, and SELLER's pro rata share of taxes shall be credited to BUYER at the Closing. Tax prorations shall be based on the actual tax bill, if available, or, if it is not, on the prior year's tax bill. SELLER shall pay for any state property transfer taxes and will prepare the Deed. BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.

10. Casualty Loss. If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Agreement by giving written notice to SELLER in which case, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement.

11. Real Estate Commission. BUYER acknowledges that SELLER is represented by Bryan Dahlin of First Weber Realtors ("Broker") and confirms that adequate disclosure of such representation was provided prior to the execution hereof. If and when the sale and conveyance of the Real Property closes in accordance with the terms and provisions hereof, a real estate commission may be due to Broker, which amount shall be paid by SELLER pursuant to a separate agreement between SELLER and Broker. SELLER and BUYER represent and warrant, each to the other, that, except as expressly set forth in this section, no other party is entitled, as a result of the actions of SELLER or BUYER, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the sale and conveyance herein contemplated, and SELLER and BUYER hereby indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorney's fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying party.

12. Default. In the event of default by SELLER in its obligations hereunder, either party shall have the option to terminate this Agreement by written notice the other party, in

which event SELLER shall pay BUYER the sum of \$500.00 as liquidated damages as BUYER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by BUYER upon default by SELLER because of the uncertainty in ascertaining actual damages. In the event of default by BUYER, either party shall have the option to terminate this Agreement by written notice to the other party, in which event BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, BUYER shall pay SELLER the sum of \$500.00 as liquidated damages as SELLER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall SELLER be liable to BUYER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise. In no event shall BUYER be liable to SELLER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

13. Exchange.

[Intentionally Omitted].

14. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, overnight courier service or telecopy (facsimile) transmission, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the address or telecopy/facsimile numbers as set forth on the signature page of this Agreement. E-mail addresses may be provided by each party for ease of communication, but official notice shall be by one or more of the methods set forth in the prior sentence unless the receiving party affirmatively acknowledges receipt of an e-mail notice.

15. Actions of SELLER. SELLER agrees and covenants that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER, cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER. BUYER's remedy in the event of SELLER's default are set forth in Section 12 above.

16. Land Division. If necessary, at BUYER's sole expense, BUYER shall cause the Real Property to be legally divided and segregated from the balance of SELLER's property prior to Closing, and BUYER, at BUYER's sole expense, shall process through the appropriate governmental agencies any and all land division applications, certified survey maps or other mapping and/or platting required to convey the Real Property. SELLER agrees to cooperate with BUYER in such land division process, provided that BUYER shall promptly reimburse SELLER for any reasonable out-of-pocket expenses of SELLER associated therewith. Prior to finalizing or filing, BUYER shall submit all surveys, plats or certified survey maps or other

mapping to SELLER for approval, which approval shall not be unreasonably withheld. If the sale contemplated by this Agreement creates a common boundary between BUYER and SELLER, BUYER agrees (i) to direct BUYER's licensed surveyor, if a survey is obtained by BUYER, to clearly mark such common boundary at BUYER's expense prior to Closing and (ii) that for a period of thirty (30) years following Closing, if BUYER its heirs or assigns shall construct a fence along the common boundary, the construction and maintenance of such fence during the thirty-year period shall be at the sole cost and expense of BUYER.

17. **Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, each party shall pay its own attorneys' fees.

18. **Invalidity.** In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's, ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

19. **Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

20. **Legal Relationships.** The parties to this Agreement execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.

21. **Assignment; Successors.** BUYER shall not have the right to assign its rights under this Agreement, in whole or in part without SELLER's prior written consent, which consent shall not be unreasonably withheld. BUYER shall give SELLER written notice of the proposed assignment at least ten (10) days prior to Closing. The notice shall specify the name, address, and phone number of the proposed assignee(s). If the proposed assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions and any additional transaction costs are paid by BUYER. If BUYER makes an assignment of this Agreement, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

22. **Time.** Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. As used herein, the term "business days" shall mean a day other than a Saturday or Sunday on which banks are open for business in Atlanta, Georgia.

23. **Possession.** Possession of the Real Property shall be granted to BUYER at the Closing.

24. **Cooperation.** Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.

25. **Interpretation.** Both parties have reviewed this Agreement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

26. **Counterparts; Faxed/Scanned Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. The parties agree that faxed and electronically-scanned signatures shall be binding.

27. **Organization and Authority.** SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective party in accordance with its terms.

28. **Survival.** The covenants, agreements, indemnities, representations and warranties contained in this Agreement shall survive the Closing and delivery and recording of the limited warranty deed or the termination for any reason of this Agreement.

29. **Use of Name.** BUYER acknowledges and agrees that the name "CeresTimber" (or any variation thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisements.

30. **Complete Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

31. **Offer and Acceptance.** This Agreement shall be regarded as an offer by BUYER which shall remain open for acceptance by SELLER. BUYER understands and acknowledges that this Agreement is not binding on SELLER until SELLER countersigns below and that it may take ten (10) business-days or longer for SELLER to obtain the requisite internal corporate reviews and approvals. BUYER's offer shall be irrevocable until ten (10) business days after the Offer Date, which is the date of BUYER's execution of this Agreement (the "Offer Date"), after

which time BUYER may revoke BUYER's offer by written notice to SELLER if delivered to SELLER prior to SELLER's acceptance of this Agreement. Upon acceptance of this Agreement by SELLER, the resulting agreement shall be binding upon the parties.

32. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to conflict of law principles. The parties hereto hereby irrevocably submit to the jurisdiction of any Wisconsin State or United States Federal Court sitting in Eau Claire County, Wisconsin for any action or proceeding arising out of or relating to this Agreement or any other document or instrument executed in connection herewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated next to their signatures.

BUYER:

MARATHON COUNTY

By: Jamie Polley
Name: Jamie Polley
Title: Director

Date of Execution: February 6th, 2020

SELLER:

CERES TIMBER, LLC

By: Vulcan Timber, LLC
Its: Sole Member

By: Timberland Investment
Resources, LLC
Its: Manager

[Signature]
By: Timothy J. Hartigan
Title: Authorized Representative
Date of Execution: February 7, 2020

Addresses for Notices:

SELLER:

Timberland Investment Resources, LLC
115 Perimeter Center Place, Suite 940
Atlanta, Georgia 30346
Attn: Christopher T. Mathis
Phone #: (404) 736-3486
FAX #: (404) 848-2006
E-mail: mathis@tirllc.com

With a copy to:

Timberland Investment Resources, LLC
115 Perimeter Center Place, Suite 940
Atlanta, Georgia 30346
Attn: Craig Seaman, CF
Phone #: (404) 736-3493
FAX #: (404) 848-2006
E-mail: cseaman@tirllc.com

BUYER:

Marathon County
Parks, Recreation and Forestry Department
Attn: Jamie Polly, Director-Purchasing Agent
212 River Drive, Suite 2
Wausau, Wisconsin 54403
Phone #: (715) 261-1584
E-Mail: tom.lovlien@co.marathon.wi.us

EXHIBIT A

Legal Description of the Real Property

(Note: legal description on deed to match the title insurance commitment.)

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-three (23), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.: 040-3009-231-0996, 040-3009-231-0997, and 040-3009-232-0996

AND

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.: 040-3009-261-0996 and 040-3009-261-0997

EXHIBIT C

[Intentionally Omitted]

EXHIBIT D

Addendum to Deed

By accepting this Deed, Grantee accepts and agrees to the following additional terms:

A. **GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY**, it being the intention of Grantor and Grantee that the Property is being conveyed "AS-IS", in its present condition and state of repair and that Grantee has made or caused to be made such inspection of the Property as Grantee deems appropriate.

B. The following are, collectively, defined as the "Permitted Exceptions":

(i) liens for taxes and assessments (both general and special) and other governmental charges (including, without limitation, storm, sewer, drainage, and sanitary district assessments, if any, and special taxes and assessments, including severance and yield taxes, if any, under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program, if applicable) which are not yet due and payable as of the date of this Deed;

(ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(iii) any rights of the United States of America, the State of Wisconsin or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(iv) title to that portion of the Property, if any, lying below the ordinary high-water mark, and in the waters of and airspace over, waters abutting or on the Property, including a pond, creek or stream;

(v) all easements, rights-of-way, licenses and other such similar encumbrances of record or which would be disclosed by an accurate survey or inspection of the Property;

(vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(vii) public or private rights, if any, in such portion of the Property as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes;

(viii) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds, claims of adverse possession or prescriptive easements, and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;

(ix) prior reservations or conveyances of mineral rights or mineral leases of every kind and character relating to subsurface and surface substances (including without limitation coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto);

(x) any loss or claim due to lack of access to any portion of the Property;

(xi) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Property; and

(xii) if applicable, all requirements and obligations under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program (including, without limitation, penalties, withdrawal taxes and fees that may result if the Property is removed from either such program).

EXHIBIT E

LOCATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FORESTERS

COUNTY	ADDRESS				PHONE
ADAMS	PO BOX 100	FRIENDSHIP	WI	53934	608-339-3386
ASHLAND	PO BOX 709	MELLEN	WI	54546	715-274-6321
BARRON	127 S FOURTH ST	BARRON	WI	54812-1638	715-637-6865
BAYFIELD	203 E BAYFIELD ST, PO BOX 545	WASHBURN	WI	54891	715-373-6165
BROWN & KEWAUNEE	2984 SHAWANO AVE.	GREEN BAY	WI	54313	920-662-5156
BUFFALO	COURTHOUSE, PO BOX 88	ALMA	WI	54610	608-685-6223
BURNETT	PO BOX 51	WEBSTER	WI	54893	715-866-8201
CALUMET, FOND DU LAC & WINNEBAGO	625 CTY RD Y SUITE 700	OSHKOSH	WI	54901	920-424-3056
CHIPPEWA	711 N BRIDGE	CHIPPEWA FALLS	WI	54729	715-726-7885
CLARK	400 HEWETT ST, RM 106	NEILLSVILLE	WI	54456-1924	715-743-5134
COLUMBIA	W7303 CO HWY CS	POYNETTE	WI	53955	608-635-8113
CRAWFORD	PO BOX 186	GAYS MILLS	WI	54631	608-735-4672
DANE	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3234
DODGE & JEFFERSON	N 7725 HWY 28 NORTH	HORICON	WI	53032	920-387-7884
DOOR	110 S NEENAH AVE	STURGEON BAY	WI	54235-2718	920-746-2880
DOUGLAS	9547 CTY HWY Y	GORDON	WI	54838	715-376-2299
DUNN	921 BRICKYARD RD	MENOMONIE	WI	54751	715-232-1516
EAU CLAIRE	PO BOX 4001	EAU CLAIRE	WI	54701	715-839-3782
FLORENCE	4842 FORESTRY DR	FLORENCE	WI	54121-9715	715-528-4400
FOREST	404 N LAKE	CRANDON	WI	54520	715-478-3717
GRANT	150 W ALONA LN, SUITE 3	LANCASTER	WI	53813	608-723-2397
GREEN	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3205
GREEN LAKE & MARQUETTE	363 CHURCH ST	MONTELLO	WI	53949	608-297-2888
IOWA	1500 N JOHNS ST	DODGEVILLE	WI	53533-2116	608-935-1917
IRON	5291 N STATE HOUSE CIRCLE	MERCER	WI	54547	715-476-7844
JACKSON	910 HWY 54 EAST	BLACK RIVER FALLS	WI	54615-9276	715-284-1432
JEFFERSON	N7725 STATE RD 28	HORICON	WI	53032	920-387-7884
JUNEAU	PO BOX 288	MAUSTON	WI	53948	608-847-9394
KENOSHA, RACINE & WALWORTH	9531 RAYNE RD, SUITE 4	STURTEVANT	WI	53177	262-884-2390
LA CROSSE	3550 MORMON COULEE RD	LA CROSSE	WI	54601	608-785-9007
LAFAYETTE	1900 ERVIN JOHNSON DR	DARLINGTON	WI	53530	608-776-3064
LANGLADE	223 E STEINFEST RD	ANTIGO	WI	54409-0310	715-623-4190
LINCOLN	101 EAGLE DR	MERRILL	WI	54452	715-536-2152
MANITOWOC	2220 E CTH V	MISHICOT	WI	54228-9467	920-755-4984
MARATHON	5301 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-359-5863
MARINETTE	PO BOX 199	WAUSAUKEE	WI	54177	715-856-9152
MENOMINEE	PO BOX 670	KESHENA	WI	54135	715-799-3405
MILWAUKEE & WAUKESHA	S91 W39091 HIGHWAY 59	EAGLE	WI	53119	262-594-6209
MONROE	820 INDUSTRIAL DR, SUITE 4	SPARTA	WI	54656	608-269-6901
OCONTO	PO BOX 96	OCONTO FALLS	WI	54154	920-846-2980
ONEIDA	PO BOX 576	RHINELANDER	WI	54501	715-365-2634
OUTAGAMIE	3369 W BREWSTER ST	APPLETON	WI	54914	920-832-2747
OZAUKEE & WASHINGTON	3544 KETTLE MORAINNE RD	HARTFORD	WI	53027	262-670-3404
PEPIN	PO BOX 39	DURAND	WI	54736	715-672-4153
PIERCE	PO BOX 428	ELLSWORTH	WI	54011	715-273-5525
POLK	941 MALLARD LN, RM 104	BALSAM LAKE	WI	54810	715-485-3518
PORTAGE	301 CEDAR ST WEST	STEVENS POINT	WI	54481	715-344-2752
PRICE	104 S EYDER AVE	PHILLIPS	WI	54555	715-339-3001
RICHLAND	26136 EXECUTIVE LN SUITE C	RICHLAND CENTER	WI	53581	608-647-8584
ROCK	2514 MORSE ST	JANESVILLE	WI	53545	608-743-4830
RUSK	N4103 STATE HWY 27	LADYSMITH	WI	54848-9309	715-532-3737
ST. CROIX	890 SPRUCE ST	BALDWIN	WI	54002	715-684-2914
SAUK	505 BROADWAY ST BLDG 2	BARABOO	WI	53913	608-355-4476
SAWYER	10220N STATE RD 27S	HAYWARD	WI	54843	715-634-9658
SHAWANO	647 LAKE AND RD	SHAWANO	WI	54166	715-526-4222
SHEBOYGAN	1155 PILGRIM RD	PLYMOUTH	WI	53073	920-892-8756
TAYLOR	660 WHELOCK ST	MEDFORD	WI	54451	715-748-4955
TREMPEALEAU	PO BOX 645	WHITEHALL	WI	54773	715-538-4480
VERNON	220 AIRPORT RD	VIROQUA	WI	54665	608-637-3784
VILAS	1861 HWY 45 NORTH	EAGLE RIVER	WI	54521	715-479-4771
WASHBURN	810 W MAPLE ST	SPOONER	WI	54801-1255	715-635-4086
WAUPACA	N2480 HARTMAN CREEK RD	WAUPACA	WI	54981	715-258-8432
WAUSHARA	427 E TOWER DR, SUITE 100	WAUTOMA	WI	54982	920-787-4686
WOOD	473 GRIFFITH AVE	WISCONSIN RAPIDS	WI	54494	715-421-7819

BUYER'S ADDENDUM A

1. Contingencies:

- a. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- b. This Agreement is contingent upon the BUYER's ability to obtain a Knowles-Nelson Stewardship grant of not less than \$186,995.00 from the Wisconsin Department of Natural Resources ("WDNR"). This contingency shall be satisfied by BUYER if it provides a copy of written evidence of approval by WDNR to SELLER prior to Closing. This Agreement shall be terminated if BUYER provides a copy of written evidence to the SELLER that WDNR has denied BUYER's application for Knowles-Nelson Stewardship Funding.

2. Additional Provisions.

- a. Consistent with Section 7 of the Agreement, at Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.
- b. Consistent with Section 9 of the Agreement, SELLER shall pay for any state property transfer taxes and will prepare the Deed.
- c. Consistent with Section 9 of the Agreement, BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.
- d. Consistent with Section 2(c) of the Agreement there is no financing contingency. BUYER is a political subdivision of the State of Wisconsin with taxing authority.
- e. SELLER understands that BUYER is not acquiring the property by condemnation. BUYER has not exercised or threatened to exercise its power of eminent domain. SELLER and BUYER both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction.
- f. SELLER warrants ^{TL} ~~all~~ it will not intentionally harvest timber present on the ~~TL-property~~ Real Property from the Offer Date until the Closing Date or the date this Agreement is terminated or otherwise not accepted, whichever is sooner.

g. There is no earnest money involved in this transaction.

3. Leases.

To SELLER's Knowledge, there are no leases or licenses for timber rights, written or oral, entered into by SELLER during its ownership of the Real Property affecting all or any portion of the Real Property (provided, however, the foregoing representation expressly excludes any and all licenses, leases, or grants of any kind made by SELLER related to the Real Property's status as open MFL, those set forth on the title to the Real Property, and those, oral or written, to BUYER for ATV or trail access). "SELLER's Knowledge" (and any derivation thereof, whether or not capitalized) means the actual (and not the constructive) current knowledge, without any duty or obligation of additional inquiry, of Craig Seaman, Senior Investment Forester for Timberland Investment Resources, LLC (the manager of Ceres Timber, LLC).

4. Gratuities and Kickback.

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

RESOLUTION NO. R - - 20

PURCHASE OF CERES TIMBER LLC PROPERTY FOR COUNTY FOREST

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-61-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 200 acres in the Town of Hewitt, Marathon County, Wisconsin, and;

WHEREAS, Ceres Timber LLC has accepted Marathon County's offer of \$370,000.00 for 200 acres under the terms of the attached Agreement of Purchase and Sale; and;

WHEREAS, the property is further described in addendum A attached to the Agreement of Purchase and Sale; and;

WHEREAS, the Wisconsin Department of Natural Resources has notified Marathon County it is eligible to receive a stewardship grant of \$186,995.00; and;

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Ceres property to meet the objectives of the Marathon County Forest Comprehensive Plan; and;

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and;

WHEREAS, Strategies "C" and "F" of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and;

WHEREAS, this purchase of land meets Outcome Measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and;

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and;

WHEREAS, the leadership of the Town of Hewitt supports the County acquiring the property;

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve as follows:

1. To authorize the purchase of the Ceres Timber LLC property in accordance with the terms and conditions of the Agreement of Purchase and Sale; and;
2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 – 2020 be amended to include this property;
3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;

4. To authorize the proper County officials to execute the documents necessary to complete this transaction.

BE IT FURTHER RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 24th day of March, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

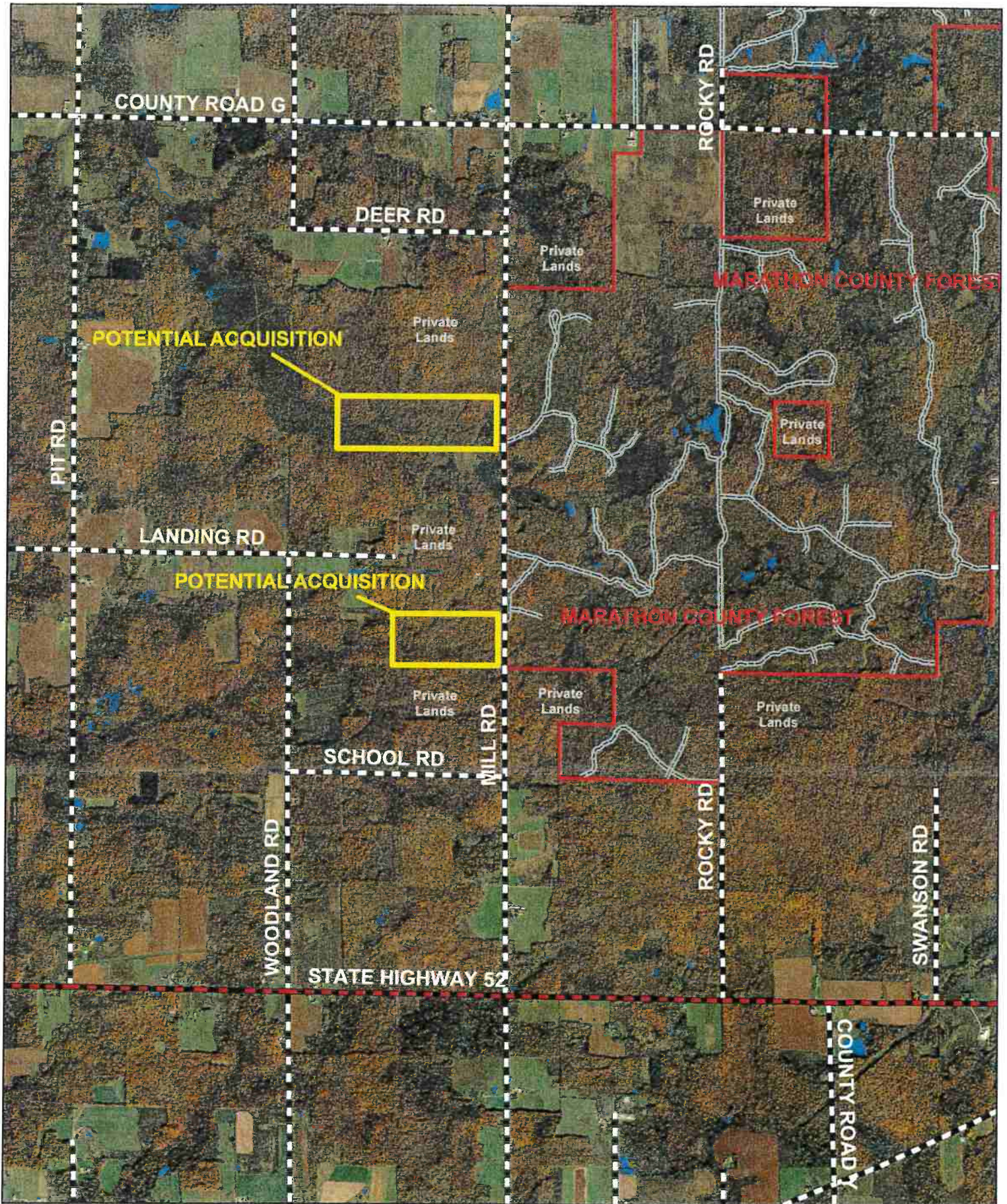
ENVIRONMENTAL RESOURCES COMMITTEE

FORESTRY/RECREATION COMMITTEE

Fiscal Impact Estimate: In total \$373,990.00 for the purchase of this property to be funded as follows:

1. Land Purchase – State Grant - \$186,995.00
2. Forestry Segregated Land Purchase Account - \$35,000.00
3. Forestry State Aid Account - \$127,524.00
4. 2020 Parks, Recreation and Forestry Levy Budget - \$24,471.00

Harrison-Hewitt Acquisition For County Forest



APPENDIX A
NEW OR EXPANDED POSITION REQUEST

I. GENERAL INFORMATION

Department: Department of Social Services

Date: 01/06/2020

Position Requested: Social Worker

FT PT FTE _____%

Number of Positions: 2

Division Position Will Be assigned To: Children’s Long Term Support (CLTS)
(Indicate NA if not applicable)

Projected Start Date of Position:

Priority Number of This Position: _____
If you are requesting more than one position, prioritize all your requests and indicate the priority number of position.

II. FULL EXPLANATION OF NEED FOR POSITION

A. Is this position request compatible with the County’s mission statement?

Yes, it supports the health and safety of children and families.

B. What is your department’s mission statement and how does position support this mission and/or department strategic plan?

Mission Statement: We strengthen individuals and families by coordinating and providing resources that promote safety and maximize independence to build a strong and healthy community.

The Children’s Long Term Support (CLTS) program helps kids, who have disabilities, remain in their homes with their families and ensures for their safety and well-being. The CLTS program provides services to families including case management, respite care, adaptive aids, medical supplies and therapeutic resources that are not covered by other funding sources. In Marathon County, the CLTS program is vital to the support of families, many of which without the assistance would be unable to provide for the care of their children safely.

C. Indicate reasons for asking for position including purpose of position, applicable workload data and trends, etc. **plus attach relevant supporting data.** If more than one position of the same classification is being requested, also justify the number requested.

The Department of Health Services has been awarded funds to distribute to Counties through the current state budget to eliminate the waiting list for children with disabilities. A combination of state and federal funding is to be allocated to Marathon County DSS to provide services to the children on the waiting list. Currently, there are 10 FTE social workers for the CLTS program, serving 203 children. To serve the children on the waiting list (37 children) and maintain a no-waitlist status, up to 2 FTE social workers will be needed.

The request is to fill 1 FTE position, upon approval, and the second FTE position at a later date in 2020, based on the evaluated service need. The caseload blend is a factor in the evaluation of need of positions. Some children will be eligible for both CLTS and CCS (Comprehensive Community Services) based on diagnostic and behavioral information, necessitating additional case management time and a corresponding smaller case ratio.

D. What benefit will the position provide to the County? How does the position improve/enhance customer

parent skill-based programs and kinship navigator services.” Funding will be shifted to prevention and services to help keep children safe and supported at home, or in the least restrictive, most family-like, placement possible. The position will support children returning to their parental home, or to a lesser restrictive placement, by providing a variety of services including but not limited to medication management, psychosocial education, communication and interpersonal skills training, and daily living skills training.

- D. What benefit will the position provide to the County? How does the position improve/enhance customer service and/or address community needs?

The children that will be served by this position will be transitioning to a lesser restrictive placement and/or may be at risk for a high level of placement including group or residential care. Therefore, having a staff in our agency to provide these services will allow for an opportunity for increased service collaboration for children and families who have higher needs that the county must provide for such as Child Protective Services (CPS) and Youth Justice (YJ). The requested position will benefit children with mental health and/or substance abuse concerns, and their families, by providing them with services and support including medication management, psychosocial education, communication and interpersonal skills training, and daily living skills training.

- E. Indicate any alternatives to creating this position that were considered and why you still chose to request the position?

There are currently contracted providers in the community that provide similar services, but children are often placed on a waitlist, or do not receive the amount of service hours they are eligible for. The need in the community for these services are greater than current availability of services. In addition, contracted agencies often are unprepared and unwilling to serve the most complex youth which are typically the youth that DSS serves. Being able to assign a DSS staff member to provide the right level of service to the highest need children will support families to prevent out of home placement and/or assist with transition to a lesser restrictive placement.

- F. What will be the effect if the proposed position is not created?

Children and families may not receive the support needed to maintain them in the community, or children may not be able to transition to a community setting from a higher-cost/restrictive placement, resulting in continued or increased out of home placement costs.

CCS services provided at Social Services will not be aligned with services provided by CCS case managers at NCHC. Marathon County will be less successful for preparing to meet the requirements of the Federal Family First Prevention Services Act.

- G. What criteria will you use to monitor the effectiveness and performance of the position? (Increasing revenues, improved customer service, decreasing costs, enhancing services, etc?)

In CCS, we monitor the safety of children compared to abuse/neglect reports and strive to eliminate out of home care for this population. Additionally, children and families will identify the specific goals they want to work on to improve their quality of life. The individual providing services will provide written case notes and review of goal achievements/barriers on a monthly basis to the social worker and supervisor. In addition, the individual will provide a verbal summary of goal achievement during a recovery team meeting, at least quarterly.

Costs related to out of home placements are monitored and shared with the Social Services Board.

III. SPECIFIC DUTIES OF NEW POSITION

- A. List the specific duties position will perform plus the approximate percentage of time to be spent on each duty.

Specific Duties	Approximate percentage of time spent on each duty
-----------------	---

Provide direct psychosocial rehabilitation services to include communication and interpersonal skills training, daily living skills, medication management, physical health, psychosocial education, recovery education/illness management and individually tailored psychosocial rehabilitative services as outlined in the child's recovery plan.	50%
Maintain accurate and timely electronic case documentation and billing for services provided.	10%
Participate in supervisory and clinical consultation regarding progress of cases assigned.	10%
Participate in multidisciplinary recovery team meetings to share progress, challenges, and offer recommendations that are recovery oriented.	10%
Connect children and families with community resources.	10%
Co-facilitate groups of individual skill development, wellness and recovery management.	5%
Other duties as assigned such as attending team meetings and trainings.	5%

- B. Could another County department use the expertise of this position? OR could you use the expertise of another department to meet your needs? Why or why not?

There are no other county departments that can meet this need. NCHC has two staff that are currently providing these types of services. However, children enrolled in CCS through Social Services are unable to access NCHC's support staff.

- C. If the work is currently being done by the County, how is it being accomplished (contract basis, temporary help, current employee, etc.)? Why is this arrangement no longer acceptable?

The County does not yet have a position in this classification. Current contracts are not providing the necessary services at the level needed for our complex youth.

IV. POSITION COSTS AND FUNDING SOURCES

- A. What is the anticipated total cost of this position? (Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.)

The position has not yet been classified. However, the total maximum estimated position cost for a social worker position at mid-point is \$101,056 (including salary and fringe). This is a high estimate, as the position will not require the same qualifications as a social worker position. Additionally, this estimate assumes family benefit coverage. Included in the costs are anticipated mileage and training. Startup costs for the position can be funded through Department of Health Services (DHS) Basic County Allocation (BCA).

- B. Explain specifically how position will be funded.

Amount of County tax levy: \$0 % of total costs: 0%

Amount of any outside funding: \$101,056 % of total costs: 100%

Source of outside funding: Billable case management time and DHS BCA

Length of outside funding: Continuing

Likelihood of funding renewal: High

Would this outside funding be used to offset the levy if not used for this position? No

- C. Will the proposed position allow your department to increase revenues or decrease expenditures beyond the cost of the position? If yes, how?

Yes, a portion of agency management, support and overhead will be allocated to this funding source as well to assist in drawing down additional revenues. A long term anticipated outcome is reduction of out of home care costs.

- D. Does the proposed position provide preventive services that will lead to cost avoidance or more extensive services in the future? OR Can the proposed position be justified as an investment with future benefits to the County greater than the cost of the position? If yes, how?

Yes, the CCS program assists in maintaining children within our community and in family homes versus having high-cost out-of-home placements outside of our community.

- E. Can the position costs be offset by eliminating or reducing a lower priority function? If yes, explain.

No.

V. COMMITTEE OF JURISDICTION

What is the recommendation of the committee of jurisdiction?

NOTE: An updated or new Position Description Questionnaire (PDQ) may be necessary to complete the job evaluation process.

Signature of Supervisor/Manager Completing Request

Date

Department Head Signature

Date

Children's Long Term Support /Comprehensive Community Services
 Social Worker
 New Position - State Waitlist Elimination
 For Calendar Year 2020

100% FTE - Social Worker -FIRST YEAR

Item	2020 Proposed Rates	Mid-Point
Salary		\$65,116
Health - Family	\$1,801	\$18,884
Dental - Family	\$60	\$724
FICA Retirement Rate	6.20%	\$4,037
FICA Medicare Rate	1.45%	\$944
Unemployment Insurance	0.15%	\$98
Retirement - Employer	6.70%	\$4,363
Worker's Comp - SW	3.60%	\$2,344
PEHP		\$546
Total Estimated Cost		\$97,056
One SW Position Requested		\$97,056
Staff Travel and Training Costs		\$4,000
Total Costs - One SW Position		\$101,056
Total Costs - Two SW Position		\$202,112
Revenues - CLTS Case Management*	\$ 117,361	
Revenues - CCS Case Management*	\$ 48,675	\$166,036
Expenses in Excess of Revenues**		(\$36,076)
Excess Expense to be Covered By CLTS Admin Allocation, BCA, or CCOP		\$36,076
Tax Levy		\$0

*If employee possesses a Master's Degree, the Case Management Revenue can be increased; 10% fee for billing assessed by NCHC for CCS billing

** Additional revenues will assist with covering overhead and CLTS administrative program staff.

APPENDIX B
NEW OR EXPANDED POSITION REQUEST

I. GENERAL INFORMATION

Department: Department of Social Services

Date: 01/06/2020

Position Requested: To be determined
(If unsure of classification, indicate "To be determined")

FT PT FTE _____ %
Number of Positions: 1

Division Position Will Be Assigned To: Children's Long Term Support (CLTS)
(Indicate NA if not applicable)

Projected Start Date of Position: As soon as Possible

Priority Number of This Position: _____
If you are requesting more than one position, prioritize all your requests and indicate the priority number of position.

II. FULL EXPLANATION OF NEED FOR POSITION

A. Is this position request compatible with the County's mission statement?

Yes, the position will support the health and safety of children and families by providing support and services to children with varying diagnoses and disabilities in developing strategies to manage and overcome barriers.

B. What is your department's mission statement and how does position support this mission and/or department strategic plan?

Mission Statement: We strengthen individuals and families by coordinating and providing resources that promote safety and maximize independence to build a strong and healthy community.

Comprehensive Community Services (CCS) is a voluntary, Medicaid reimbursable program designed to provide psychosocial rehabilitation to children and adults with mental illness, substance abuse or a co-occurring diagnosis living in a community setting. At Social Services, the CCS program is vital to the support of children and families, many of which without the assistance would be unable to provide for the care of their children safely in their home, or in a community setting. The position supports the mission statement, as the individual will work with children and families on building the skills needed to improve health, promote wellness, attain personal goals, and enhance overall quality of life.

C. Indicate reasons for asking for position including purpose of position, applicable workload data and trends, etc. **plus attach relevant supporting data.** If more than one position of the same classification is being requested, also justify the number requested.

The request is to create one (1) full-time position with the job classification to be determined. The purpose of the position, Community Support Specialist, is to assist children and families with overcoming barriers related to mental health and/or substance abuse issues, in a one on one or group setting, by providing a variety of support and services.

North Central Health Care (NCHC) is a certified CCS provider and subcontracts with DSS to provide CCS case management services to specific children in the community, in general those we serve are involved in other programs including Children's Long Term Support. If the requested new position is approved, CCS services provided by DSS will be more aligned with services provided to children and families through CCS at NCHC.

This position is being created additionally to support Marathon County's preparation for the federal Family First Prevention Services Act (FFPSA) that will be effective in October 2020. The purpose of the FFPSA is to "provide enhanced support to children and families and prevent foster care placements through the provision of mental health and substance abuse prevention and treatment services, in-home

parent skill-based programs and kinship navigator services.” Funding will be shifted to prevention and services to help keep children safe and supported at home, or in the least restrictive, most family-like, placement possible. The position will support children returning to their parental home, or to a lesser restrictive placement, by providing a variety of services including but not limited to medication management, psychosocial education, communication and interpersonal skills training, and daily living skills training.

- D. What benefit will the position provide to the County? How does the position improve/enhance customer service and/or address community needs?

The children that will be served by this position will be transitioning to a lesser restrictive placement and/or may be at risk for a high level of placement including group or residential care. Therefore, having a staff in our agency to provide these services will allow for an opportunity for increased service collaboration for children and families who have higher needs that the county must provide for such as Child Protective Services (CPS) and Youth Justice (YJ). The requested position will benefit children with mental health and/or substance abuse concerns, and their families, by providing them with services and support including medication management, psychosocial education, communication and interpersonal skills training, and daily living skills training.

- E. Indicate any alternatives to creating this position that were considered and why you still chose to request the position?

There are currently contracted providers in the community that provide similar services, but children are often placed on a waitlist, or do not receive the amount of service hours they are eligible for. The need in the community for these services are greater than current availability of services. In addition, contracted agencies often are unprepared and unwilling to serve the most complex youth which are typically the youth that DSS serves. Being able to assign a DSS staff member to provide the right level of service to the highest need children will support families to prevent out of home placement and/or assist with transition to a lesser restrictive placement.

- F. What will be the effect if the proposed position is not created?

Children and families may not receive the support needed to maintain them in the community, or children may not be able to transition to a community setting from a higher-cost/restrictive placement, resulting in continued or increased out of home placement costs.

CCS services provided at Social Services will not be aligned with services provided by CCS case managers at NCHC. Marathon County will be less successful for preparing to meet the requirements of the Federal Family First Prevention Services Act.

- G. What criteria will you use to monitor the effectiveness and performance of the position? (Increasing revenues, improved customer service, decreasing costs, enhancing services, etc?)

In CCS, we monitor the safety of children compared to abuse/neglect reports and strive to eliminate out of home care for this population. Additionally, children and families will identify the specific goals they want to work on to improve their quality of life. The individual providing services will provide written case notes and review of goal achievements/barriers on a monthly basis to the social worker and supervisor. In addition, the individual will provide a verbal summary of goal achievement during a recovery team meeting, at least quarterly.

Costs related to out of home placements are monitored and shared with the Social Services Board.

III. SPECIFIC DUTIES OF NEW POSITION

- A. List the specific duties position will perform plus the approximate percentage of time to be spent on each duty.

Specific Duties	Approximate percentage of time spent on each duty
-----------------	---

Provide direct psychosocial rehabilitation services to include communication and interpersonal skills training, daily living skills, medication management, physical health, psychosocial education, recovery education/illness management and individually tailored psychosocial rehabilitative services as outlined in the child's recovery plan.	50%
Maintain accurate and timely electronic case documentation and billing for services provided.	10%
Participate in supervisory and clinical consultation regarding progress of cases assigned.	10%
Participate in multidisciplinary recovery team meetings to share progress, challenges, and offer recommendations that are recovery oriented.	10%
Connect children and families with community resources.	10%
Co-facilitate groups of individual skill development, wellness and recovery management.	5%
Other duties as assigned such as attending team meetings and trainings.	5%

- B. Could another County department use the expertise of this position? OR could you use the expertise of another department to meet your needs? Why or why not?

There are no other county departments that can meet this need. NCHC has two staff that are currently providing these types of services. However, children enrolled in CCS through Social Services are unable to access NCHC's support staff.

- C. If the work is currently being done by the County, how is it being accomplished (contract basis, temporary help, current employee, etc.)? Why is this arrangement no longer acceptable?

The County does not yet have a position in this classification. Current contracts are not providing the necessary services at the level needed for our complex youth.

IV. POSITION COSTS AND FUNDING SOURCES

- A. What is the anticipated total cost of this position? (Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.)

The position has not yet been classified. However, the total maximum estimated position cost for a social worker position at mid-point is \$101,056 (including salary and fringe). This is a high estimate, as the position will not require the same qualifications as a social worker position. Additionally, this estimate assumes family benefit coverage. Included in the costs are anticipated mileage and training. Startup costs for the position can be funded through Department of Health Services (DHS) Basic County Allocation (BCA).

- B. Explain specifically how position will be funded.

Amount of County tax levy: \$0 % of total costs: 0%

Amount of any outside funding: \$101,056 % of total costs: 100%

Source of outside funding: Billable case management time and DHS BCA

Length of outside funding: Continuing

Likelihood of funding renewal: High

Would this outside funding be used to offset the levy if not used for this position? No

- C. Will the proposed position allow your department to increase revenues or decrease expenditures beyond the cost of the position? If yes, how?

Yes, a portion of agency management, support and overhead will be allocated to this funding source as well to assist in drawing down additional revenues. A long term anticipated outcome is reduction of out of home care costs.

- D. Does the proposed position provide preventive services that will lead to cost avoidance or more extensive services in the future? OR Can the proposed position be justified as an investment with future benefits to the County greater than the cost of the position? If yes, how?

Yes, the CCS program assists in maintaining children within our community and in family homes versus having high-cost out-of-home placements outside of our community.

- E. Can the position costs be offset by eliminating or reducing a lower priority function? If yes, explain.

No.

V. COMMITTEE OF JURISDICTION

What is the recommendation of the committee of jurisdiction?

NOTE: An updated or new Position Description Questionnaire (PDQ) may be necessary to complete the job evaluation process.

Signature of Supervisor/Manager Completing Request

Date

Department Head Signature

Date

Comprehensive Community Services - Community Support Specialist
 New Position
 For Calendar Year 2020

100% FTE Community Support Specialist - FIRST YEAR

Item	2020 Proposed Rates	Mid-Point
Salary		\$51,389
Health - Family	\$1,700	\$20,406
Dental - Family	\$60	\$724
FICA Retirement Rate	6.20%	\$3,186
FICA Medicare Rate	1.45%	\$745
Unemployment Insurance	0.10%	\$51
Retirement - Employer	6.75%	\$3,469
Worker's Comp - SW	0.08%	\$41
PEHP		\$546
Total Estimated Cost		\$80,557
One CSS Position Requested		\$80,557
Staff Travel and Training Costs		\$4,000
Total Costs -CSS Position		\$84,557
Revenues - CLTS Case Management*		
Revenues - CCS Case Management*	\$ 69,536	\$69,536
Expenses in Excess of Revenues**		(\$15,021)
Excess Expense to be Covered By BCA		\$15,021
Tax Levy		\$0

*If employee possesses a Master's Degree, the Case Management Revenue can be increased; 10% fee for billing assessed by NCHC for CCS billing

** Additional revenues will assist with covering overhead

APPENDIX B
NEW OR EXPANDED POSITION REQUEST

I. GENERAL INFORMATION

Department: Register of Deeds

Date: February 24, 2020

Position Requested: Administration Specialist
(If unsure of classification, indicate "To be determined")

FT PT FTE _____%

Number of Positions: _____

Division Position Will Be Assigned To: _____
(Indicate NA if not applicable)

Projected Start Date of Position: As soon as Reorg Approved. Priority Number of This Position: 1
and position can be filled.

II. FULL EXPLANATION OF NEED FOR POSITION (See attached REORGANIZATION REQUEST)

- A. Is this position request compatible with the County's mission statement?
- B. What is your department's mission statement and how does position support this mission and/or department strategic plan?
- C. Indicate reasons for asking for position including purpose of position, applicable workload data and trends, etc. **plus attach relevant supporting data.** If more than one position of the same classification is being requested, also justify the number requested.
- D. What benefit will the position provide to the County? How does the position improve/enhance customer service and/or address community needs?
- E. Indicate any alternatives to creating this position that were considered and why you still chose to request the position?
- F. What will be the effect if the proposed position is not created?
- G. What criteria will you use to monitor the effectiveness and performance of the position. (Increasing revenues, improved customer service, decreasing costs, enhancing services, etc?)

III. SPECIFIC DUTIES OF NEW POSITION

- A. List the specific duties position will perform plus the approximate percentage of time to be spent on each duty.
- B. Could another County department use the expertise of this position? OR could you use the expertise of another department to meet your needs? Why or why not?
- C. If the work is currently being done by the County, how is it being accomplished (contract basis, temporary help, current employee, etc.)? Why is this arrangement no longer acceptable?

IV. POSITION COSTS AND FUNDING SOURCES

- A. What is the anticipated total cost of this position? (Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.)

- B. Explain specifically how position will be funded.

Would result in cost savings.

Amount of County tax levy: _____ 0 _____

% of total costs: _____

Amount of any outside funding: 0 % of total costs: _____

Source of outside funding: _____

Length of outside funding: _____

Likelihood of funding renewal: _____

Would this outside funding be used to offset the levy if not used for this position? _____

- C. Will the proposed position allow your department to increase revenues or decrease expenditures beyond the cost of the position? If yes, how?
- D. Does the proposed position provide preventive services that will lead to cost avoidance or more extensive services in the future? OR Can the proposed position be justified as an investment with future benefits to the County greater than the cost of the position? If yes, how?
- E. Can the position costs be offset by eliminating or reducing a lower priority function? If yes, explain.

V. COMMITTEE OF JURISDICTION

What is the recommendation of the committee of jurisdiction?

NOTE: An updated or new Position Description Questionnaire (PDQ) may be necessary to complete the job evaluation process.

Signature of Supervisor/Manager Completing Request

Date

Dean Stratz
Department Head Signature

2/21/2020
Date

REGISTER OF DEEDS – DEPARTMENT REORGANIZATION

February 24, 2020

Full Explanation of Need for Position:

Abolish 2.0 FTE Administrative Assistant positions (one under-filled at .625FTE) and Create 1.0 FTE Administrative Specialist position.

The Register of Deeds office continues to strive to provide excellent customer service and improve efficiencies with in our office. Since taking over the office in 2017, we have reduced the number of employees needed to operate in the department by reassigning duties, cross training, and even under-filling vacancies as they occurred. When I appointed my deputy I combined the duties with those of the accounting position and the accounting position was eliminated. FTE's in the department when I took over was 7.5. With this reorganization, I am proposing operating with 5.0 FTE's.

We currently have a vacancy of an Administrative Assistant. After careful analysis of the duties and responsibilities of the position, we are requesting that we upgrade the position to an Administrative Specialist, to be consistent with the other positions in the department performing the same duties. This will also ensure that we attract a candidate to perform at the level needed in the department. It is important to upgrade this position as a specialist to optimize customer service and staff cross-training.

Staff in the Register of Deeds office, are now helping with registering marriages; assisting the public with record searches; indexing recorded documents; assisting with daily balancing of the cash drawer among answering more detailed questions by the public. By having staff perform these additional duties within the office has allowed our small office to provide excellent customer service to not only our external but internal customers. We have over a year's worth of surveys which support the excellent service our staff provide.

The number of vital records has increased over the years. In addition, we now have the ability to produce birth and marriage certificates for anyone born in Wisconsin as opposed to events occurring in Marathon County only. We also can produce death and divorce certificates if the event happened in 2013/2016 respectively.

By upgrading the current vacancy and filling it at the Administrative Specialist level, we would also be able to abolish the only remaining Administrative Assistant position. We propose abolishing two positions (PCN24107 was under-filled at .625 FTE and PCN24105 current FT employee in this role) and creating one new Full-time position at the Administrative Specialist level (NEW PCN)

This reorganization will result in a cost savings of approximately \$15,190. It also will boost morale in the department, as each employee will be able to perform all of the duties of an Administrative Specialist, giving us more flexibility in the department and internal equity among co-workers and the team.

SPECIFIC DUTIES OF ADMINISTRATIVE SPECIALIST: (Job Description Attached)

This position will provide the following as with the other specialist within the office:

- Recording Documents
- Recording WI Department of Revenue receipts
- Registering Marriage Licenses
- Registering Deaths
- Producing vital records
- Balancing daily cash drawer
- Imaging
- Receipting
- Answering telephone
- Assisting internal and external customers with searches
- Returning documents
- Requesting changes to vital records
- Tract indexing

Administrative Specialist
Clerical Assistant II
Payroll Occ Code: 5022 (53)
FLSA: Non-Exempt
Reports to: Assistant Register of Deeds

POSITION SUMMARY:

Full-time position in the Marathon County Register of Deeds' Office. This position provides service to customers to internal and external customers. Some of the duties include processing vital records including birth, marriage, divorce, and death applications, veteran records, real estate documents, and other forms administered by this office. The individual hired must be dependable, flexible, well organized, have excellent communication and interpersonal skills, be customer service focused, team oriented, and able learn a variety of office functions.

QUALIFICATIONS:

High school graduation or equivalent. One year general office or administrative support experience required. A vocational diploma or associate's degree in a related field may substitute for the experience. Familiarity with real estate and other legal records desirable. Other combinations of education and experience may be considered.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a driver's license and a driving record that meets County standards; OR ability to obtain reliable transportation.

EXAMPLES OF WORK PERFORMED:

The following duties are typical for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Reviews and records submitted real estate documents and supporting materials.
- Performs data entry and other computer work using LandLink and Ascent programs; compiles real estate data as needed.
- Accepts customers' payments or application for a wide variety of real estate and vital records under limited supervision where a complete understanding of the entire procedure is required; keeps records in accordance with state statutes.
- Answers the phone and assists customers visiting the Register of Deeds' office providing services related to office functions.
- Copies, sorts, collates, and mails real estate records.
- May calculate and process bank deposits of daily office receipts.
- Operates varied office equipment such as computers, fax machines, scanners, etc.
- Develops solutions to work issues that add value for our customers.
- Participates in establishing professional development goals that are supportive of broader County goals.
- Provides public information and customer service for a wide variety of services requiring in-depth understanding.
- Indexes and files official documents including vital records and legal documents such as deeds and mortgages that convey a financial interest.
- Maintains regular and predictable attendance; works extra hours as required.
- Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of general office procedures and standard recordkeeping procedures.
- Knowledge of correct grammar and spelling.
- Skill in completing basic arithmetical computations and keeping a variety of records.

- Skill in various computer applications. Ability to quickly learn new software applications. Basic knowledge of computer functions and operations.
- Ability to learn multiple step clerical procedures.
- Ability to work rapidly with records and documents free of error.
- Ability to follow established procedures in an orderly and logical manner and stick to prescribed routines without frequent supervision or specific assignment.
- Ability to understand and follow written and oral instructions.
- Ability to establish and maintain effective working relationships with other employees and the public.
- Ability to concentrate on moderately routine work and work free of error in certain repetitive tasks requiring a high degree of accuracy.
- Ability to maintain confidentiality.
- Understands the County's and department's mission, core values, plans, and priorities for the future.
- Ability to contribute to a positive work culture that fosters excellent customer service and teamwork.

COMPENSATION:

Salary Range B21

SELECTION PROCEDURE:

Selection of the successful candidate may be made by assessment of experience and education, criminal record check, oral interview; review of references, written background inventory, and other appropriate job-related selection procedures. All applicants will be notified as to the status of their application

Register of Deeds - Reorganization

Abolish .625 Admin Asst and FT Admin Asst and Create Full time Admin Specialist.

2020 BUDGET PLANNING - NEW POSITION COST

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
A12 at .625 FTE		\$17,484	\$20,106	\$23,411
Health - Family		\$0	\$0	\$0
Dental - Family		\$0	\$0	\$0
FICA Retirement Rate	6.20%	\$1,084	\$1,247	\$1,451
FICA Medicare Rate	1.45%	\$254	\$292	\$339
Unemployment Insurance	0.10%	\$17	\$20	\$23
Retirement - Employer	6.75%	\$1,180	\$1,357	\$1,580
Worker's Comp - Clerical	0.08%	\$14	\$16	\$19
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for .625 FTE:		\$20,579	\$23,584	\$27,369

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
DBM A12 at Full-time		\$27,975	\$32,170	\$37,458
Health - Family	\$1,766.22	\$21,195	\$21,195	\$21,195
Dental - Family	\$60.32	\$724	\$724	\$724
FICA Retirement Rate	6.20%	\$1,734	\$1,995	\$2,322
FICA Medicare Rate	1.45%	\$406	\$466	\$543
Unemployment Insurance	0.10%	\$28	\$32	\$37
Retirement - Employer	6.75%	\$1,888	\$2,171	\$2,528
Worker's Comp - Clerical	0.08%	\$22	\$26	\$30
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for 1 FTE:		\$54,518	\$59,325	\$65,383
Abolish both Administrative Assistant Position		\$75,097	\$82,909	\$92,752

Create New Administrative Specialist Position:

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
DBM B21		\$33,613	\$39,495	\$46,738
Health - Family	\$1,766.22	\$21,195	\$21,195	\$21,195
Dental - Family	\$60.32	\$724	\$724	\$724
FICA Retirement Rate	6.20%	\$2,084	\$2,449	\$2,898
FICA Medicare Rate	1.45%	\$487	\$573	\$678
Unemployment Insurance	0.10%	\$34	\$39	\$47
Retirement - Employer	6.75%	\$2,269	\$2,666	\$3,155
Worker's Comp - Clerical	0.08%	\$27	\$32	\$37
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for 1 FTE:		\$60,979	\$67,719	\$76,018
Estimated Cost SAVINGS:		\$14,118	\$15,190	\$16,734

Resolution No. _____
Establish Salaries For County Clerk, Register of Deeds and Treasurer
Elected Department Heads for Their Upcoming Term of Office

WHEREAS, pursuant to Wis. Stat. § 59.22(1), the Board must establish the annual compensation for services to be paid to certain county elected officials prior to the earliest time for filing nomination papers for county elective offices; and

WHEREAS, it is the recommendation of the Human Resources Committee that the compensation for the County Clerk, Register of Deeds and Treasurer be set consistent with the classification and compensation system in place since 2013; and

WHEREAS, the Human Resources Committee at their March 9, 2020 meeting decided to recommend the salaries for the County Clerk, Register of Deeds and Treasurer be set at the midpoint (market rate) of their respective pay level for the next 4-year term (2021, 2022, 2023, and 2024); and

WHEREAS, in the event the respective mid-point salary does not change in a given year, the incumbents will receive a lump sum payment equal to the County Board adopted percentage wage increase for that year. The lump sum payment will be paid when other County employees receive their discretionary performance pay increases; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does ordain the following:

- (1) To announce the following annual salaries for elected department head positions with the intent to provide their positions with the midpoint annual salary of their respective pay level in 2021, 2022, 2023, and 2024:

	<u>2021 Salary</u>
County Clerk (D61)	\$83,422
Treasurer (C44)	\$73,351
Register of Deeds (C43)	\$68,772

- (2) Authorize the County Clerk to issue checks pursuant to this resolution and the County Treasurer to honor said checks.

DATE: March 24, 2020

Human, Finance and Property Resources Committee

FISCAL IMPACT STATEMENT – \$2,618 increase based on estimated 3% lump sum in 2021

Elected Department Heads Costing For County Clerk, Register of Deeds and Treasurer

	Salary	Benefits Rates	2020	2021	
County Clerk					
Salary - D61			\$83,422	\$83,422	
2% Lump Sum Adjustment			\$1,668		
Estimated 3% Lump Sum Adjustment				\$2,503	
Estimated Annual Earnings			\$85,090	\$85,925	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$97,412	\$98,367	
Additional Increase					\$955
Register of Deeds					
Salary - C43			\$68,772	\$68,772	
2% Lump Sum Adjustment			\$1,375		
Estimated 3% Lump Sum Adjustment				\$2,063	
Estimated Annual Earnings			\$70,147	\$70,835	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$82,469	\$83,277	
Additional Increase					\$809
Treasurer					
Salary - C44			\$73,351	\$73,351	
2% Lump Sum Adjustment			\$1,467		
Estimated 3% Lump Sum Adjustment				\$2,201	
Estimated Annual Earnings			\$74,818	\$75,552	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$87,139	\$87,993	
Additional Increase					\$854
Total Estimated Increase					\$2,618

Marathon County Allocated Classification Listing

Revised 2/26/20

NOTE: The below steps are for payroll processing purposes (e.e. Step 1, Step 2, Step 3, etc.)

*Any employee earning less than \$684 weekly base salary (\$35,568 annual base salary) regardless of classification, will be classified as non-exempt.

Step 1 - Minimum

Step 4 - Between Control Point and Maximum

Step 2 - Between Minimum and Control Point

Step 5 - Maximum

Step 3 - Midpoint

Step 19 - Above Maximum

Hourly rates are calculated by dividing the annual salary by 2080 hours. Employees working less than 2080 hours annually will have their salary based on their annual scheduled work hours.

3% Adjustment To Maximum Rate Effective 1/12/2020

Class Title	FLSA Status	Payroll Occ Code	Working Titles	DBM Evaluation	Payroll System Pay Level	Step 1 Minimum Annual	Step 1 Minimum Hourly	Step 3 Control Point Annual	Step 3 Control Point Hourly	Step 5 Maximum Annual	Step 5 Maximum Hourly
Social Service Professional	Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-80	5404	Caregiver Support Coordinator - ADRC Court Diversion Coordinator Dementia Care Specialist - ADRC Disability Benefit Specialist - ADRC Elder Benefit Specialist - ADRC Resource Specialist - ADRC Social Worker - DSS Social Worker - Sheriff Jail Victim Witness Program Coordinator	C42	342	\$54,263	\$26.09	\$65,116	\$31.31	\$78,247	\$37.62
Assistant Corporation Counsel	Exempt-88	5191	Assistant Corporation Counsel	C42-Market	349	\$54,263	\$26.09	\$65,116	\$31.31	\$101,721	\$48.90
Accounting Professional	Exempt-88	5003	Accountant I Accountant II - Social Service Administration Officer - Highway	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Deputy Medical Examiner	Exempt-88	5344	Chief Deputy Medical Examiner	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Public Health Professional	Exempt	5354	Family Health & Communicable Disease Manager Manager of Public Health Emergency Preparedness Manager of Children & Youth with Special Health Care Needs	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Social Service Professional	Exempt-88	5405	Benefits Specialist Supervisor - ADRC Social Worker / CCS Certification	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Assistant Law Enforcement & Corrections Manager	Exempt	5084	Juvenile Superintendent	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Maintenance Manager	Exempt	5235	Assistant Airport Director Planning Operations Superintendent Project Superintendent	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Quality Manager	Exempt-88	5410	Quality Manager - ADRC	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Senior Accounting Professional	Exempt-88	5004	Accountant II - Finance Assistant Airport Director Finance Financial Systems Specialist	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Risk Manager	Exempt	5381	Risk Manager	C45	345	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Resource Specialist Supervisor	Exempt	5414	Resource Specialist Supervisor - ADRC	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Financial Supervisor	Exempt	5005	Financial Supervisor - DSS	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Library Manager	Exempt	5325	Customer Service Manager Support Service Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Senior Operations Manager	Exempt	5059	Assistant Airport Director Operations & Maintenance Communications & Administrative Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Solid Waste Manager	Exempt	5343	Solid Waste Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Administrative Manager	Exempt	5042	Administrative Officer - Health Administrative Officer - Park/Recreation/Forest Organizational Excellence Program Manager	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Communication Manager	Exempt	5073	Captain of Communication	C52	C52	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
County Forest Administrator	Exempt	5252	County Forest Administrator	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Court Commissioner	Exempt	5201	Staff Attorney / Court Commissioner	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Law Enforcement & Corrections Manager	Exempt	5085	Administration Captain Investigations Captain Jail Administrator Patrol Captain	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Medical Examiner	Exempt	5342	Medical Examiner	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Park & Recreation Manager	Exempt	5272	Customer Services Administrator Parks Operations Superintendent	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Planning Manager	Exempt	5134	Planning and Regulatory Program Manager	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Public Health Manager	Exempt	5355	Director of Chronic Disease Prevention Director of Environmental Health & Safety Nutrition Program Manager - ADRC	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55

Marathon County Allocated Classification Listing

Revised 2/26/20

NOTE: The below steps are for payroll processing purposes (e.e. Step 1, Step 2, Step 3, etc.)

*Any employee earning less than \$684 weekly base salary (\$35,568 annual base salary) regardless of classification, will be classified as non-exempt.

- Step 1 - Minimum
- Step 2 - Between Minimum and Control Point
- Step 3 - Midpoint
- Step 4 - Between Control Point and Maximum
- Step 5 - Maximum
- Step 19 - Above Maximum

Hourly rates are calculated by dividing the annual salary by 2080 hours. Employees working less than 2080 hours annually will have their salary based on their annual scheduled work hours.

3% Adjustment To Maximum Rate Effective 1/12/2020

Class Title	FLSA Status	Payroll Occ Code	Working Titles	DBM Evaluation	Payroll System Pay Level	Step 1 Minimum Annual	Step 1 Minimum Hourly	Step 3 Control Point Annual	Step 3 Control Point Hourly	Step 5 Maximum Annual	Step 5 Maximum Hourly
Social Service Manager	Exempt	5406	Business Manager Child Support Program Supervisor IM Consortium Manager Justice System Alternatives Coordinator Regional Supervisor / Quality Manager - ADRC Regional Supervisor / Community Resources Manager - ADRC Social Work Supervisor	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Deputy Corporation Counsel	Exempt	5192	Deputy Corporation Counsel	C52-Market	359	\$91,449	\$43.97	\$109,739	\$52.76	\$131,869	\$63.40
Emergency Management Director	Exempt	5452	Emergency Management Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Facilities & Capital Management Assistant Director	Exempt	5238	Facilities & Capital Management Assistant Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior CPZ Manager	Exempt	5103	Conservation Program Manager	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Park & Recreation Manager	Exempt	5273	Assistant Director Parks, Recreation & Forestry	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Public Health Manager	Exempt	5356	Director of Family Health & Communicable Disease Director of Nutrition & Wellness - ADRC	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Social Service Manager	Exempt	5407	Child Welfare Manager Fiscal Services Manager Resource Services Director - ADRC Support Program Manager Veterans Services Officer	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Solid Waste Management Director	Exempt	5453	Solid Waste Management Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Chief Deputy	Exempt	5454	Chief Deputy	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Conservation, Planning, Zoning Director	Exempt	5455	Conservation, Planning, Zoning Director	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Library Director	Exempt	5456	Library Director	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Airport Director	Exempt	5062	Airport Director	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Facilities & Capital Management Director	Exempt	5457	Facilities & Capital Management Director	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Highway Commissioner	Exempt	5458	Highway Commissioner	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Senior Court Commissioner	Exempt	5202	Judicial Court Commissioner	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Finance Director	Exempt	5464	Finance Director	D65	465	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
HR Director	Exempt	5459	Employee Resources Director	D65	465	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Health Officer	Exempt	5462	Health Officer	D71	471	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Parks, Recreation, Forestry Director	Exempt	5463	Parks, Recreation, Forestry Director	D71	471	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Executive Director - ADRC-CW	Exempt	5465	Executive Director - ADRC-CW	D72	472	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Social Services Director	Exempt	5466	Social Services Director	D72	472	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Corporation Counsel	Exempt	5193	Corporation Counsel	D64-Market	479	\$106,601	\$51.25	\$133,252	\$64.06	\$164,698	\$79.18
Deputy County Administrator	Exempt	5482	Deputy County Administrator	E81	581	\$81,065	\$38.97	\$105,384	\$50.67	\$133,594	\$64.23
County Administrator	Exempt	5483	County Administrator	E92	592	\$94,437	\$45.40	\$122,768	\$59.02	\$155,633	\$74.82
Court Security Deputy Effective 1/13/19 (1) and (2)	Non-Exempt	1003	(1) Sheriff's Department will monitor hours worked to determine when the employee would qualify for a pay increase (2) Hourly rates will increase by the % base changes by the Deputy Association's labor agreement.					Effective Date	1/12/2020	1/10/2021	7/11/2021
								Starting	\$19.96	\$20.36	\$20.77
								After 1500 hours Worked	\$22.62	\$23.07	\$23.53
								After 2500 Hours Worked	\$23.95	\$24.43	\$24.92
								After 5000 Hours Worked	\$25.29	\$25.80	\$26.32

**AGREEMENT FOR THE JOINT SPONSORSHIP
OF COMMUNITY PROGRAMS**

Between

Langlade, Lincoln & Marathon Counties

May 1, 2020 – April 30, 2025

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JOINT COUNTY AGREEMENT

Langlade, Lincoln and Marathon Counties agree to continue sponsorship of a multicounty department of community programs known as North Central Community Services Program, for the purposes of administering a community mental health, alcoholism and drug abuse program and Protective Services and Protective Placement on the following terms:

I. PARTIES

- A. Counties.** Langlade, Lincoln and Marathon Counties are political subdivisions of the State of Wisconsin, established pursuant to §§2.01(34), 2.01(35), and 2.01(37), Wis. Stats., respectively, and doing business as quasi-municipal corporations, pursuant to §59.01, Wis. Stats.
- B. North Central Community Services Program** (“NCCSP”) is a multicounty community services program established pursuant to §§ 51.42 and 66.0301, Wis. Stats., and is also designated to provide Protective Services and Protective Placement to residents of Lincoln, Langlade and Marathon Counties, pursuant to §55.02, Wis. Stats. It is intent of the member counties that the multicounty community services program established herein be construed to be a political corporation or governmental subdivision or agency thereof pursuant to Wis. Stat. Chapters 893 and 895, and related statutes. NCCSP is not a party to this Agreement, but rather it is created by virtue of the agreement of Langlade, Lincoln and Marathon Counties.

II. PURPOSE

This Agreement of the Counties is based on the following policies and mandates of the State of Wisconsin as found in the Wisconsin Statutes:

- A. Legislative Policy.** The Wisconsin Legislature has stated in Wisconsin Statutes that it is the policy of the State to assure the provision of a full range of treatment and rehabilitation services in the state for all mental disorders including for mental illness, alcoholism and other drug abuse.
- B. Legislative Purpose.** To carry out the policy of the State of Wisconsin the Legislature enacted § 51.42 of the Wisconsin Statutes stating its purpose as follows:

[t]o enable and to encourage counties to develop a comprehensive range of services offering continuity of care[t]o utilize and expand existing governmental, voluntary and private community resources for provision of services to prevent or ameliorate mental disabilities, including but not limited to mental illness, developmental disabilities, alcoholism and drug abuse[; t]o provide for the integration of administration of those services and facilities organized under this section through the establishment of a county department of community programs[; and t]o authorize state consultative services, reviews

and establishment of standards and grants-in-aid for such programs of services and facilities.

- C. County Responsibility.** The Legislature has decreed that the county boards of supervisors have the primary responsibility for the well-being, treatment and care of the mentally ill, developmentally disabled, alcoholic and other drug dependent citizens and for providing Protective Services and Protective Placement to persons residing within their respective counties and ensuring that those individuals in need of such emergency services found within their respective counties receive immediate emergency services.
- D. Required County Program -Mental Health.** In § 51.42 of the Statutes, the Legislature has required that the county board of supervisors of every county, or the county boards of supervisors of two or more contiguous counties, shall establish a county department of community programs on a single-county or multicounty basis to administer a community mental health, developmental disabilities, alcoholism and drug abuse program, make appropriations to operate the program and authorize the county department of community programs to apply for grants-in-aid under § 51.423 of the Statutes.
- E. Required County Program -Protective Services and Protective Placement.** In §55.02 of the Statutes, the Legislature has required that every county board of supervisors shall designate a county department to have the responsibility for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement.
- F. Multicounty Agreement Requirement.** Section 51.42(3)(c) of the Statutes provides that no grant-in-aid may be made to a multicounty department of community programs until the counties which established the multicounty department of community programs have drawn up a detailed contractual agreement, approved by the Secretary of the Department of Health Services, setting forth the plans for joint sponsorship. It is the intent of Langlade, Lincoln and Marathon Counties that this Agreement satisfy the requirements of § 51.42(3)(c) of the Wisconsin Statutes.
- G. Prior Joint County Agreements Superseded.** The Agreement supersedes all previous agreements between Lincoln, Langlade and Marathon Counties concerning the establishment and ongoing sponsorship of the North Central Community Services Program, including the Joint County Human Services Agreement entered in July of 1983, the updated Joint County Agreement entered in 1986, the updated Joint County Agreement entered in 2008, and the updated Joint County Agreement entered in 2017.
- H. Member Counties' Legislative Purpose.** The intent of Lincoln, Langlade and Marathon Counties is to establish a multicounty department of community programs that is responsive to the needs and priorities of the member counties, effectively operating as a county department of multiple counties under a government service

model, as opposed to an independent not-for-profit entity. This Agreement governs the provision of all services provided to the member counties by, or through, NCCSP in accordance with Chapter 51 of the Wisconsin Statutes. Each of the member counties remain free to contract with NCCSP for the administration of any other health care program or institution.

III. BACKGROUND

Although a recitation of the history of this Agreement is not required by law in order to constitute an enforceable Agreement, it has been deemed by the authors to contain relevant context for interpretation as well as future drafters of ongoing revisions. The establishment of the North Central Community Services Program (NCCSP) was based on the following State and County enactments:

- A. **Wisconsin Law Enactment.** Section 51.42 of the Wisconsin Statutes was enacted by the Wisconsin Legislature in Section 361 of Chapter 125 of the Laws of 1971 creating the liability of the counties to provide programs of treatment and rehabilitative services for mental illness, developmental disabilities, alcoholism and other drug abuse.

- B. **County Community Program Establishment.** Langlade, Lincoln and Marathon Counties each passed resolutions to combine with the others to establish the Community Mental Health Program to provide services in mental health, mental retardation, alcoholism and drug abuse pursuant to § 51.42 of the Statutes. The Boards of Supervisors of Langlade and Lincoln Counties passed their resolutions on March 14, 1972 and the Board of Supervisors of Marathon County passed its resolution on March 17, 1972. The resolutions each also provided for the creation of a board of directors to be the governing and policy-making board for what was then called the “Community Mental Health Program.” The County resolutions provided for the election of twelve (12) directors to the board by Marathon County and one (1) director each to the board by Langlade and Lincoln Counties and for other provisions regarding the election and terms of office of board members. In July of 1972 the Counties enacted resolutions providing that the Marathon County Board of Supervisors would elect ten (10) members and the Langlade and Lincoln County Boards of Supervisors would elect two (2) members each to the board. In March of 2020, the Counties enacted resolutions providing that each member County’s respective number of directors would be based on each member County’s respective total budget expenditures determined as of the effective date of the new Joint County Agreement and that no County would have fewer than two (2) members. Based on the 2019 NCCSP annual budget this Agreement provides that the Marathon County Board of Supervisors would elect nine (9) members, the Lincoln County Board of Supervisors would elect three (3) members and the Langlade County Board of Supervisors would elect two (2) members each to the Board.

C. Developmental Disabilities Program. In 1973, the Legislature passed the Developmental Disabilities Act, which allowed Counties to form separate Developmental Disabilities Services programs or to provide the services through the Community Services Program under § 51.42 of the Statutes. Lincoln County chose to form a separate Developmental Disabilities Services Program, while Langlade and Marathon Counties joined together to provide services for the developmentally disabled.

In 2008, Marathon County joined with Portage and Wood County to create Community Care of Central Wisconsin (CCCW), pursuant to Wis. Stats. sections 46.2803 thru 46.2895, in order to provide regional care for Developmentally Disabled persons residing in those counties. In 2011, Langlade and Lincoln Counties also joined CCCW. Since joining, each County now pays a required liability directly to the State of Wisconsin for the operation of CCCW, or its successor organization(s) created for the provision of services for the developmentally disabled. NCCSP continues to be a service provider for the developmentally disabled, but the Counties are no longer are required to provide these services.

In 2020, Lincoln County transferred their Development Disabilities Services Program from their Social Services Department to the NCCSP Board, effectively joining Langlade and Marathon Counties in having the NCCSP provide services for the developmentally disabled on behalf of the county.

D. Marathon County Nursing Home. On November 13, 1973, the Marathon County Board of Supervisors passed a resolution providing for the governance of its Nursing Homes by the NCCSP Board.

There has been a separate Nursing Home Management Agreement in existence since 1998. In December 2006, the NCCSP Board appointed a Nursing Home Operations Committee to assist in the oversight of the operations of the Marathon County Nursing Home (Mount View Care Center).

E. Lincoln County Nursing Home. On September 17, 2019, the Lincoln County Board of Supervisors passed a resolution providing for the governance of its Nursing Home (Pine Crest) by the NCCSP Board.

There was a separate Nursing Home Management Agreement executed following the adoption of the transfer. The NCCSP Board expanded the scope of the Nursing Home Operations Committee to assist in the oversight of the operations of both Pine Crest Nursing Home and Mount View Care Center.

F. Designated Protective Services and Protective Placement Agencies. Pursuant to § 55.02(2), the Chairperson of each County Board of Supervisors is responsible for designating the county department responsible for planning for the provision of protective services and protective placement and for directly providing protective

services, protective placement, or both, or entering into a contract for the provision of protective services and protective placements.

Since 2009, following the implementation of Family Care, the Chairpersons of the County Boards of Langlade, Lincoln, and Marathon Counties, have designated the NCCSP to serve as the Protective Services Agency responsible for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement.

G. Initial Joint County Contract. In July of 1983, the three Counties entered into a “Joint County Human Services Agreement” for the continued sponsorship of what is now known as the Community Services Program under a more detailed agreement than the provisions of the earlier County Board resolutions. The agreements were updated by action of the three counties in 1986, 1995 and 2008. In 2012, the counties initiated a process to again revise the agreement. As a result of the revision process, Lincoln and Langlade County each passed resolutions adopting the revised agreement; however, the revised agreement was not ratified by Marathon County. In January of 2016, Marathon County adopted a resolution directing the examination of whether a different governance structure was more well-suited for the provision of services required under § 51.42. Thereafter, in September of 2016, Marathon County adopted a resolution directing Marathon County Administration to negotiate a new agreement with both Lincoln and Langlade Counties that was time-limited, provided greater county oversight and control of NCCSP, and was committed to (1) financial integrity, (2) program adaptability and consistency, and (3) ongoing quality measurement, reporting and improvement. Representatives from each of the member counties met on multiple occasions during the ensuing months. Thereafter, in December of 2016, all three Counties ratified a resolution for a new Joint County Agreement effective January, 2017. This Agreement supersedes all previous Joint County Contracts/Agreements.

IV. NCCSP DUTIES

The NCCSP shall perform the duties listed below as well as all other duties provided by Wisconsin Statutes.

- A. **Agreements for Services.** NCCSP shall enter into agreements to render services to or secure services from other agencies or resources, including out of state agencies or resources, as permitted under § 51.42 or any other applicable provision of state or federal law and as permitted under this Agreement.

- B. **Agreements for Facilities.** NCCSP shall enter into agreements for the use of any facility as an approved public treatment facility under § 51.45 for the treatment of alcoholics or persons who are drug dependent if NCCSP deems it to be an effective and economical course to follow. (§ 51.42(3)(ar)2).

C. **Contract for Legal Services.** NCCSP shall contract for legal services from the Marathon County Corporation Counsel's Office. NCCSP shall pay Marathon County, on behalf of the member Counties, for said legal services. NCCSP is responsible for developing an appropriate operating budget for legal services. The interest of each of the Counties, as it relates to the NCCSP, shall be represented by the Marathon County Corporation Counsel's Office, unless the Marathon County Corporation Counsel's Office believes it has a potential conflict of interest in the specific representation. In the event Marathon County Corporation Counsel has such a concern, it will convey that information to NCCSP and authorize NCCSP, through its CEO, to secure outside counsel for a limited-scope representation.

D. **Provision of Services.** NCCSP shall, within the limits of available state and federal funds and of county funds appropriated to match and overmatch state funds, offer the following services and facilities to provide for the program needs of persons suffering from mental disabilities:

1. Collaborative and cooperative services with public health and other groups for programs of prevention.
2. Comprehensive diagnostic and evaluation services, including assessment as specified under §§ 114.09(2)(bm), 343.30(1q) and 343.305(10) and assessments under §§ 48.295(1) and 938.295(1).
3. Inpatient and outpatient care and treatment, residential facilities, partial hospitalization, day treatment, intensive outpatient, emergency care and supportive transitional services.
4. Related research and staff in-service training on emergency detention and emergency protective placement procedures.
5. Continuous planning, development and evaluation of programs and services for all population groups.
6. Ensure that pregnant women are given first priority for services for alcohol and drug abuse if funding is insufficient to meet the needs of all eligible individuals.

See § 51.42(3)(ar)4

E. **Prepare Local Plan.** NCCSP shall prepare, as described below and in § 51.42(3)(ar)5, a local plan, every three (3) years, or as otherwise required by the Department of Health Services (DHS), which includes an inventory of all existing resources, identifies needed new resources and services and contains a plan for meeting the needs of the mentally ill, developmentally disabled, alcoholic, drug abusers and those with other psychiatric disabilities for citizens residing within the jurisdiction of NCCSP and for persons in need of emergency services found within the jurisdiction of NCCSP. The plan shall also include the establishment of long-range goals and intermediate-range plans, detailing priorities and estimated costs and providing for coordination of local services and continuity of care. The plan shall state how the needs of homeless persons and adults with serious and persistent mental illness, children with serious emotional disturbances and minorities will be met by NCCSP. The NCCSP shall submit the plan to the Department of Health

Services for review in accordance with § 51.42(7)(a)9 and § 51.02(1)(f) in accordance with the deadlines established under § 51.42(7)(a)9. Source: sec. 51.42(3)(ar)5.

- F. **Program Implementation.** Under the supervision of its Chief Executive Officer (as defined pursuant to Article VI of this Agreement), and using qualified personnel with training or experience, or both, in mental health or in alcoholism or drug abuse, NCCSP shall be responsible, as further described in this Agreement, for the planning and implementation of programs relating to mental health, developmental disabilities, alcoholism and drug abuse.
- G. **School Board Referrals; Interagency Cooperation.** NCCSP shall acknowledge receipt of notifications received under §115.812 (2) of the Wisconsin Statutes.
- H. **Budget.** NCCSP shall submit a proposed budget covering services based on the Local Plan for the succeeding calendar year to the county boards of supervisors of Langlade, Lincoln and Marathon Counties, no later than September 1 for approval by the County boards of supervisors and inclusion as part of the proposed County budgets. NCCSP shall submit a final budget to DHS. See § 51.42(3)(ar)8.
- I. **Costs of Services.** NCCSP shall determine the cost of all services it purchases based on standards and requirements prescribed by §46.036, Wis. Stats. See § 51.42(3)(ar)9.
- J. **Reports, Surveys, and Approvals.** NCCSP shall provide all reports, conduct all surveys and obtain all approvals required by law, including but not limited to the following:
 - 1. Annually report to the department of health services (“department”) regarding the use of any contract entered into under §51.87,
 - 2. Except in an emergency, review and approve or disapprove all admissions to nursing homes of mentally ill persons under age 65 who are residents of the county, and
 - 3. Submit to the department in a timely fashion, as specified by the department, any reports necessary to comply with the requirements under 42 USC 300x-52.
- K. **Authorize Care.** NCCSP shall authorize all care of any patient in a state, local or private facility for which it is responsible.

V. NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD

- A. **Purpose.** The North Central Community Services Program Board is an entity comprised of representatives from the member counties that is focused on addressing the needs of the Tri-County Regional Community with respect to mental health and alcohol and drug dependent treatment programs.

- B. **Appointment of North Central Community Services Program Board.** The County Boards of Supervisors of Langlade, Lincoln and Marathon Counties or other appointing authorities authorized by law have appointed and shall continue to appoint a governing and policy-making board to be known as the North Central Community Services Program Board (NCCSP Board).
- C. **Composition of the Board.** In accordance with § 51.42(4)(b)2, the North Central Community Services Program Board (“The Board”) shall be composed of fourteen (“14”) Board members. Four of said board members shall be appointed by virtue of their respective status as follows:
1. The highest ranking appointed Administrative Official of each member County, or his or her staff designee, shall be appointed by virtue of his or her position by his or her respective County Board.
 2. The President of the NCCSP Medical Staff shall be appointed by the Marathon County Board of Supervisors by virtue of his or her election to such position by the organized Medical Staff. Said appointment shall be performed by the Marathon County Board of Supervisors by virtue of NCCSP’s primary campus location being within Marathon County.

By agreement of the parties, the composition of the remaining ten (10) board members should be determined based on the approximate share of the NCCSP’s overall budget expenditures on behalf of each respective member county at the time the Agreement was signed. In 2020, applying this methodology provides for the remaining board members to be allocated as follows: seven (7) board members being appointed by Marathon County; one (1) board member being appointed by Langlade County; and two (2) board members being appointed by Lincoln County.

D. **Board Representation**

1. All persons appointed to the NCCSP Board shall represent the interests of the mentally ill, the interest group of the developmentally disabled, interest group of the alcoholic and the interest group of the drug dependent, within the Tri-County Regional Community as described in §51.42(4)(b)2 of the Wisconsin Statutes.
 2. At least one Board member shall be an individual who receives or has received services for mental illness, developmental disability, alcoholism or drug dependency or shall be a family member of such an individual.
- E. **Appointment of County Supervisors.** No more than seven (7) members of the NCCSP Board may be County Supervisors. At least one (1), but not more than two (2), of the appointees from any one County shall be a member of the County's Board of Supervisors and shall be designated as such at the time of the appointment. In making appointments to the Board, member County Boards of Supervisors are

encouraged to the greatest extent possible to appoint members that fulfill the competencies expressed by the NCCSP Executive Committee (“the Committee”).

- F. **Term of Office.** Each NCCSP Board member shall hold office for a term of three (3) years. Board members shall serve staggered terms with one-third (1/3) of the members appointed each year. Board members fulfilling designated appointments by virtue of the position they hold, shall be replaced immediately by the appointment of their successor. At any time that a County's Board of Supervisors designated member or members are no longer County Board Supervisors, the appointing County Board of Supervisors shall immediately appoint a successor Supervisor or Supervisors to the NCCSP Board.

- G. **Removal for Cause.** Any NCCSP Board member may be removed from office for cause on recommendation of the NCCSP Board to the appointing county and a two-thirds (2/3) vote of the appointing county Board of Supervisors. The Board member must receive due notice in writing and a hearing on the charges against the Board member. Four (4) or more absences during a twelve (12) month period from regularly scheduled Board meetings may be considered cause for recommendation of removal to the appointing authority.

- H. **Removal of a County Board Supervisor or Designated member.** In the event that any NCCSP Board member was a member of a member county Board of Supervisors when appointed and the member is not reelected to that office, the member shall be considered removed upon due notice in writing from the NCCSP Board Chairperson. See § 51.42(4)(a)1.

- I. **Vacancies.** Any vacancy on the NCCSP Board shall be filled for the remainder of the term in the manner that the original appointment was made.

- J. **Other Appointing Authority.** In any instance in this section where appointment or removal is indicated to be made by the Chair of the County Board of Supervisors or by the County Board of Supervisors it is intended that appointment may be made by other appointing or removing authorities as authorized by law.

- K. **Executive Committee of the NCCSP Board**
 - 1. General – There shall be an Executive Committee of the NCCSP Board (“the Committee”), which shall serve as the designated entity within the NCCSP Board to exercise authority retained by the respective County Boards, as permitted under 51.42(5) of the Wisconsin Statutes and as provided in this Agreement. The Committee should focus on ensuring that the NCCSP organization remains responsive to the member counties and works to establish and sustain a strong working relationship between the NCCSP and

the member counties, through the exercise of the retained powers of the member counties specified in this Agreement.

2. Committee Composition – The Committee shall be comprised of the following four (4) members of the NCCSP Board: The highest appointed Administrative Official from each County, or his/her designee, and the Chair of the NCCSP Board. (See section V.L.10(b))
 - a. The Chair-Elect of the Board is expected to attend Committee meetings as an ex officio non-voting member.

3. Reporting Relationships – The highest appointed Administrative Official, or his/her staff designee, shall be designated by their appointment as the “Retained County Official” for purposes of exercising and communicating authority retained by and on behalf of each County Board. Each member county Board of Supervisors shall designate a County Board Standing Committee to which each Retained County Official will provide periodic reports or recommendations.

4. Duties and Responsibilities:
 - a. Selection of the Chief Executive Officer (“CEO”)
 - i. The Committee shall develop a selection plan, including the definition of the position duties and qualifications, in consultation with the Board, for the hiring of the CEO.
 - ii. The Committee is responsible for the execution of the selection plan; however, in doing so it shall afford the Board (1) the ability to access all applicant materials, reports, and other materials or information obtained by the Committee that is relevant to the selection of the CEO; and (2) the ability to participate in candidate interviews.
 - iii. The Committee shall make a hiring recommendation to the Board, which shall consider whether to accept or reject the recommendation.
 - iv. In the event the Board accepts the Committee’s recommendation, the recommendation shall be forwarded to the respective member County Boards of Supervisors for consideration. In the event the Board rejects the Committee’s recommendation, the Committee shall resume recruitment for the CEO position..
 - b. Appraisal of the CEO
 - i. The Committee shall participate with the CEO and the Board in the development of an annual work plan for the CEO, which includes performance metrics.

- ii. The Committee shall conduct a performance appraisal of the NCCSP CEO on a semi-annual basis. The appraisal should evaluate the CEO in light of the approved work plan and any other criteria deemed appropriate by the NCCSP Board.
- c. Compensation of the CEO
 - i. The Committee shall review the CEO Compensation Plan on an annual basis and grant final approval on behalf of the Board and each of their respective County Boards.
- d. Removal of the CEO
 - i. The Committee has the authority to, and is charged to, if appropriate circumstances are deemed to exist, make a recommendation to the Board who shall consider and forward a recommendation for removal of the CEO to each County Board.
 - ii. At the same time, each Retained County Official shall make its own independent recommendation to their respective County Board regarding the recommendation to remove the CEO independent of the NCCSP Board's recommendation.
- e. Budget
 - i. In advance of the Board preparing its annual operating budget, no later June 1 of each calendar year, the Committee shall communicate the budget guidelines and priorities of the member counties to the Board.
 - ii. The Committee shall coordinate the efforts of the Board in the creation and updating of program development plans as part of the annual budget development which establish intermediate and long-range goals based upon community needs assessment, which are explicit about tradeoffs and the impact of changes to the member Counties' system.
 - iii. The Committee shall review and recommend a proposed budget to the NCCSP Board, who shall then review and recommend the proposed budget to each respective County Boards, no later than October 1 of each calendar year.
 - iv. The Committee shall be responsible for the selection of an independent certified public accounting firm to perform the annual audit of the financial records of NCCSP.
- f. Assessment of Services - § 51.42(5)(a)12
 - i. Development of Performance Standards
 - 1) With input from the Board, the Committee shall clarify Program Outcome Expectations in the form of performance standards for each of the services provided by NCCSP, no later than July of each calendar year.
 - ii. Reporting and Improvement

- 1) In the event that a particular program does not meet either quality or performance standards, the Committee has the independent authority to direct the CEO to prepare an Improvement Plan.
- iii. Consideration of Improvement Plans
 - 1) The Committee is responsible for reviewing all Improvement Plans and shall determine whether any specific shared program is to be provided directly by NCCSP, NCCSP should implement all or a portion of any Improvement Plan, or the program should be contracted for with other provider and direct NCCSP to make such contracts. The Committee shall make a formal recommendation to the Board for consideration.
- iv. Program Creation, Modification, Suspension, or Termination
 - 1) The Committee is responsible for reviewing applications from the CEO to substantially modify, suspend, or terminate an existing program or create a new program. Any application that is approved by the Committee shall be forwarded to the Board for consideration.
- g. Extension, Revision, or Termination of Agreement
 - i. Retained County Officials on the Committee are responsible for the ongoing assessment of the Tri-County program as a mechanism for meeting the needs of the individual member counties.
 - ii. Beginning in January of the third year of the Agreement (TBD) the Committee shall begin formulating a formal recommendation as to whether (1) the Agreement should be extended, (2) the Agreement should be modified and a successor Agreement be approved, or (3) the Agreement should be allowed to terminate. The recommendation shall be reported no later than July 1 of that year to each of the member county Boards of Supervisors.
 - iii. The Retained County Officials on the Committee shall present the recommendation to their respective county Board of Supervisors.

L. Powers of the NCCSP Board

1. General – § 51.42(3)(ar)-(bm)
 - a. The NCCSP Board shall assume all of the powers and duties of North Central Community Services Program not expressly or impliedly reserved by the member counties or delegated by the member counties to the Committee as provided by this Agreement, subject to the rules promulgated under Wisconsin Administrative Code and Wisconsin Statute, as follows:
2. Budget and Planning

- a. The Board shall propose an annual budget to the respective member County Boards, no later than October 1 of each calendar year.
 - b. The Board shall facilitate the creation, and frequent updating, of intermediate and long-range goals and program development plans that are based on community needs assessment of the Tri-County Regional Community, which detail priorities, estimate costs, and are explicit about tradeoffs and the impact of changes to the member counties. § 51.42(5)(a)1.
3. Program Service Delivery Measurement, Reporting, and Improvement - § 51.42(5)(a)11.
- a. Delivery
 - i. The Board shall develop program delivery models that comply with all federal, state, and other applicable regulatory quality standards.
 - ii. The Board shall seek to implement programs in such a manner that satisfies the Performance Standards created by the Committee.
 - b. Measurement
 - i. The Board shall create and implement mechanisms capable of capturing data related to (1) all federal, state, and other applicable regulatory quality standards, and (2) each of the performance standards identified by the Committee for each of the programs operated by NCCSP.
 - c. Reporting
 - i. The Board shall receive regular reports for each of the programs/services it provides that detail the program's effectiveness relative to (1) all federal, state, and other applicable regulatory quality standards, as well as (2) the previously identified performance standards and, if desired, recommend changes in service delivery models.
 - ii. The Board shall receive and review all state and federal inspection reports and remediation plans related to NCCSP programs and services.
 - d. Improvement
 - i. In the event that a particular program does not meet either quality or performance standards, the Board shall direct the CEO to develop and present to the Board an Improvement Plan.
 - ii. The Board is responsible for reviewing and approving recommendations from the Committee relative to Improvement Plans. When reviewing a recommendation of the Committee, the Board may also recommend within the Improvement Plan that the Committee modify the existing performance standards.
 - e. Program Creation, Modification, Suspension or Termination

- i. The Board is responsible for reviewing applications to substantially modify, suspend, or terminate an existing program or create a new program that have been approved by the Committee.
 - f. Personnel Policies and Salaries
 - i. Personnel Policies
 - 1) The Board shall establish personnel policies for all NCCSP employees that are generally consistent with the personnel policies of the member counties.
 - ii. Salaries
 - 1) Non-CEO Employee Compensation - The Board shall prepare and annually review a compensation policy and plan covering all of its employees with the exception of the CEO. The compensation policy shall include all of the following:
 - a. Salary/Compensation ranges for each of the employee classifications.
 - b. References to salary/compensation ranges from similar positions with comparable Departments of Community Programs within the State of Wisconsin or the country or other comparable markets.
 - c. Hiring policies that provide guidance on the circumstances under which an employee may be hired at various points within the position's pay range.
 - d. Policies detailing the process for the creation of new positions, the classification of new positions within the existing salary/compensation range system, and the reclassification of existing positions within the existing salary/compensation range system
- 4. Provision of Care
 - a. Within the limits of available State and County appropriations and maximum available funding from other sources, NCCSP may offer the following services and facilities to provide for the program needs of persons experiencing mental disabilities:
 - i. Pre-care, aftercare and rehabilitation and habilitation services.
 - ii. Professional consultation
 - iii. Public informational and educational services
 - iv. Provide treatment services specified in a conditional release plan approved by a court to a county resident conditionally released under § 971.17 of the statutes and subject to the State's obligation to reimburse NCCSP for the treatment and services provided.
- 5. Service Allocation
 - a. NCCSP may allocate services among recipients based on the availability of its limited resources.

6. Facility Use Agreements
 - a. NCCSP shall develop Facilities Use Agreements with member counties to govern control and maintenance of facilities owned by the said counties and occupied by NCCSP.
7. Real Property
 - a. NCCSP may own, lease or manage real property for the purposes of operating a treatment facility, as authorized by § 51.42(3)(aw)3. NCCSP must arrange for the maintenance of any property owned or leased directly by NCCSP and not owned by a member county.
8. Other County Health Care
 - a. NCCSP may administer other County health care programs or institutions that any of the three County boards of supervisors may designate, but the budget for such designated program or institution shall be separated from the general budget of NCCSP and the designating county shall fund such program or institution operations by separate appropriation.
9. Conflict of Interests
 - a. NCCSP shall adopt and enforce a policy to avoid conflicts of interest.
10. Bylaws
 - a. NCCSP shall adopt Bylaws and Board Policies that, among other things, address the formation of appropriate committees and sub-committees, the issue of quorum, and provide for the selection of a Board Chair and Chair-Elect, as required to conduct business to govern its operation, including the business and operation of its committees and sub-committees.
 - b. Selection of NCCSP Board Chair and Chair-Elect: the NCCSP Board Chair and Chair-Elect shall be appointees of the Marathon County Board of Supervisors elected at large by the members of the NCCSP Board.
 - i. The Chief Administrative Officer of Marathon County, or his or her staff designee, and the President of the NCCSP Medical Staff are ineligible for selection as NCCSP Board Chair and Chair-Elect.
 - c. NCCSP shall file Bylaws and any amendments with the County Clerk of each of the three Counties within thirty (30) days of adoption.

M. Additional Powers and Duties

1. The NCCSP Board shall do all of the following, unless expressly or impliedly prohibited by terms set forth in this Agreement:
 - a. Develop coordination of local services and continuity of care where indicated.
 - b. Utilize available resources and develop new resources to carry out the legislative mandate and the mission of the organization.
 - c. Comply with State and Federal requirements.

- d. Assist in arranging cooperative working agreements with service providers.
- e. Continually evaluate the needs of the member counties' communities and the quality of the service delivery of programs provided by NCCSP in accordance with the expressed provisions and intent of this Agreement.
- f. Post meeting agendas, minutes and support materials (packets) in accordance with Wisconsin Open Meetings Law.
- g. Comply—to extent permitted by state and federal law, administrative code, or other legal rule—with Wisconsin Public Record Law.
- h. Appoint members of the Medical Staff.

N. **Additional Discretionary Powers.** In addition to the forgoing, the Board shall have the power to:

- 1. Enter into contracts with individual, or multiple, counties or non-profit organizations for the administration of any other health care programs or institutions that are within the Mission of NCCSP, including organizations existing or operating outside the member counties but not the State of Wisconsin with the following stipulations.
 - a. **Management Agreement Required.** Any contracts entered into by the NCCSP Board under this provision shall be legally permissible for a government agency to enter into and shall have a time limited and well-defined Management Agreement between the parties which legally and financially separates the organization from the NCCSP Programs and Services performed for or on behalf of the member counties.
 - b. **Separate Governance.** Individual, or multiple, member counties entering into such contracts with NCCSP may designate an entity wholly independent of NCCSP for the purpose of governance of said health care program or institution. At no time, shall any contract change the composition or representation on the NCCSP Board.
 - c. **Accounting.** The budget for any program or institution under this provision shall be separated from the general budget of NCCSP and shall at no time be funded or subsidized by the member counties or the operations of NCCSP.
 - d. **Contribution to Operations.** Any such agreement under this provision should return a sufficient contribution of income to the operations of NCCSP of greater than 10% of net operations on an annual basis over an average of any three (3) year period.

VI. **COMMUNITY PROGRAMS DIRECTOR**

A. **General Powers**

1. The Chief Executive Officer of the North Central Community Services Program shall have all of the administrative and executive powers and duties of managing, operating, maintaining and improving the programs of NCCSP, subject to such delegation of authority as is not inconsistent with powers and duties granted to NCCSP or its Board, powers and duties expressly or impliedly retained by the respective member county Boards of Supervisors or delegated by the member county Boards of Supervisors to the Committee, Wisconsin Statutes and Administrative Code, and rules promulgated by the department.
2. The Chief Executive Officer shall fill the role of the “county community programs director” under § 51.42 of the Wisconsin Statutes.

B. **Specific Powers and Duties.** In consultation and agreement with the NCCSP Board and the Committee, the Chief Executive Officer shall:

1. Prepare an annual comprehensive plan and budget of all funds necessary for the programs and services of NCCSP. This plan shall establish priorities and objectives for the year as well as any modifications of long-range objectives.
2. Prepare intermediate-range plans.
3. Prepare an annual report of the operation of NCCSP and other reports required by:
 - a. The State of Wisconsin, the federal government, or an agency of subunit of the state or federal government.
 - b. A Board of Supervisors of a member county.
 - c. The Committee.
4. Make recommendations to the NCCSP Board and the Committee as required by this Agreement, including the following:
 - a. Personnel and salaries of employees.
 - b. **Creation, Modification, Suspension or Termination of Programs.**
 - i. In this agreement, the term “substantially modify” is defined as “any act to change the form, quality, or scope of programs or services.” This definition shall be regularly reviewed, and updated as necessary to ensure clarity of expectation through ongoing discussions between the CEO and the Committee.
 - ii. The CEO is prohibited from creating a new program or substantially modifying, suspending or terminating an existing shared program or shared program delivery model without formal application to, and approval by, the Committee and the Board.
 - iii. Any application to create a new program or substantially modify, suspend or terminate an existing shared program or shared program delivery model shall be made in writing and should include (1) an explanation of the program at issue, (2) a projected cost or cost savings of the proposed action, and (3) a summary of the other

- NCCSP program services that may be impacted by the proposal, and (4) a summary of the anticipated impact on individual Member County Departments as a result of the proposed action. The application shall be made first to the Committee and then to the Board.
- iv. Without approval as set forth above, the CEO may make interim program modifications or suspensions until such time as the Committee and Board can make their respective determinations.
 - c. Other Changes in Program Services, including:
 - i. The preparation of an Improvement Plan, which (1) details specific proposed revisions to an existing program and service delivery model to satisfy applicable quality and performance standards and provides an estimated cost and funding plan to implement the Improvement Plan, and (2) evaluates alternative delivery methods and/or programs to determine whether a provider exists that is capable of providing a similar service or program and the estimated cost of contracting for said service or program. Improvement Plans must first be approved by the Committee before being considered by the Board.
 5. After consultation with the Board and the Committee, administer the duties of the NCCSP.
 6. Comply with state and federal requirements and the terms of this Agreement.
 7. Employ and manage staff as he or she deems appropriate to administer the duties of the NCCSP.
 8. Develop a Conflict Resolution Protocol.
 - a. The parties recognize that some level of intergroup conflict is inherent in this partnership because of the scarcity of resources, the ambiguity of roles and the law as applied to specific cases, and the differences in organizational values and culture. To address these differences at the lowest possible level, preferably through direct communication between colleagues or peers, the CEO shall work with the chief administrative person from each of the member counties to develop and periodically update protocols for addressing situational intergroup conflict.
 9. Convene meetings of member county Finance Directors.
 - a. The Finance Director for each County and the Chief Financial Officer for NCCSP will meet on no less than two (2) occasions to evaluate and discuss the status of each County and the financial stability of NCCSP.

VII. GENERAL FINANCIAL PROVISIONS

The following general provisions shall apply to the financial affairs of NCCSP:

- A. **Accounting Period.** NCCSP shall use the calendar year as its accounting period.

- B. **Accounting Practices.** NCCSP shall follow generally accepted accounting principles.
- C. **Annual Audit.** NCCSP shall retain an independent certified public accounting firm, selected by the Committee, to annually audit the financial records of NCCSP. The audit shall be conducted in accordance with generally accepted auditing standards, government auditing standards and requirements of the American Institute of Certified Public Accountants, and shall include the following supplemental statements: (1) a Balance Sheet, Cash Flow and Income statement for each Mount View Care Center and Pine Crest Nursing Homes and (2) a Balance Sheet, Income and Cash Flow statements for North Central Health Care, and (3) a Balance Sheet detailing each respective member counties' fund balance. On or before April 30 of each year, NCCSP shall provide each County, through its respective Retained County Official with a copy of the annual audit report and applicable supplemental statements. Unless a member county or the Committee specifically directs otherwise, the Annual Financial Statement shall be deemed accepted by the County ninety (90) days after receipt by the County.
- D. **County Appropriations.** County appropriations for operations, reserves and capital purchases shall be determined through a budget development process which follows the procedures detailed in this section.
1. Community Services Program - The Community Services Program is the program of services for disability groups experiencing mental illness, alcoholism and other drug abuse. Operations and capital budgets for the Community Services Program shall be prepared and approved by the North Central Community Services Program Board and the Committee, as required by this Agreement, and provided to each of the three Counties as requests for funding approval. A determination of operating reserve needs shall also be made each year by the NCCSP Board, consistent with its Reserve Policy, and communicated to the Board, the Committee, and the three member counties.
 - a. Operations Budget
 - i. An operations budget shall be prepared for the multicounty Community Services Program which projects all revenues and expenses for the next calendar year. Appropriations required from funding Counties for operations for the Community Services Program shall be determined through a process which allocates the revenue and expense items of the budget according to the following provisions and arrives at net appropriations needed from each County for the ensuing calendar year.
 - ii. The Committee shall provide budget guidelines and priorities to the Board no later than June 1.

- iii. The Committee shall review and recommend the proposed budget to the NCCSP Board, who shall then review and recommend a proposed budget to each respective County Boards, no later than October 1 of each calendar year.
 - iv. Individual member county Boards of Supervisors shall receive and consider, the proposed budget. The final allocation to NCCSP shall be determined by the member counties in the context of their complete annual budget.
- b. Program Revenue
- i. **Addendums.** Addendums are defined as program funding received from the State of Wisconsin and which are received with designations that the funding will be used for specifically identified groups or individuals. Addendums related to service programs shall be allocated among the three Counties based on the best available data with regard to the population of the member counties published by the Wisconsin Department of Administration, or another state agency required by law to publish said information.(such allocation method shall be hereinafter referred to as the “Appropriate Allocation Methodology”).
 - ii. **Third Party Collections.** Third party collections for all disability groups shall be first allocated to the respective Counties based on third party collections specifically identified with services separately provided in individual Counties. Third party collections provided in any of the Counties as a part of the common services available to all of the Counties, such as inpatient services, shall be allocated based on the Appropriate Allocation Methodology.
 - iii. **State Base County Allocation.** The State Base County Allocation (BCA) shall be divided among the three (3) counties based on the Appropriate Allocation Methodology.
 - iv. **Other Revenue.** Other revenue which is generated from provision of services not directly related to disability group programs shall be allocated to each program, county, or organization based on where the revenue was generated.
- c. Program Expenses
- i. Expenses of operating the programs shall be allocated to each of the three Counties in a manner that is consistent with the allocation of program revenues.
 - ii. Other expenses shall also be allocated in a manner that is consistent with the allocation of Other Revenue whereas the appropriate expense is matched with the revenue.
2. Reserves Determination
- a. The amount of reserves will be determined by the Reserves Policy. This reserve policy is established in consultation with the Finance Directors of each county and recommended by the Committee for approval by the

NCCSP Board. Expenditure or distribution of each county's reserves retained by NCCSP in an amount that exceeds the minimum described in the NCCSP policy, either as an individual transaction or as aggregated annually, is not permitted without approval by the Committee.

3. Capital Budget
 - a. A capital budget shall be prepared to provide for the capital needs of NCCSP for continued operation. The capital needs amount shall be allocated to the three Counties based on the county in which the capital asset will be located. The capital appropriation request to each County shall individually identify capital assets with a purchase price of \$30,000, or more, and shall be sent to the appropriate county for review and approval regardless of funding source consistent with any Facilities and/or Capital Use Agreements between NCCSP and the Counties. Other capital assets of lesser cost shall be grouped together in the capital appropriation request.
4. Ownership and Depreciation
 - a. Capital assets purchased by NCCSP with capital appropriations shall be owned by the County providing the appropriation but shall be carried on the books of NCCSP and depreciation amounts for capital assets shall be included in program operating expenses. Each County's fund balance account shall be increased for the amount of the capital appropriation provided for the purchase of capital assets by NCCSP.
5. Insurance Coverage
 - a. Counties shall be responsible for site (real property) insurance for their respective facilities. NCCSP shall be responsible for all other necessary and appropriate insurance coverage, including any coverage required by virtue of NCCSP's use or occupancy of any facility or property.
6. Reconciliation
 - a. On or before April 30 of each year NCCSP shall determine the operating results for the preceding calendar year. The net excess revenue or expense shall be allocated to each County's fund balance.
7. Appropriation Payment
 - a. Each county shall pay to NCCSP one fourth (1/4) of the county's annual approved appropriation per quarter.
8. Collections from Service Recipients
 - a. The collection procedures utilized by NCCSP to collect charges from service recipients shall be consistent with established policies and procedures and State laws and administrative regulations applicable to collections.
9. Other Programs
 - a. Budgets shall be prepared which separately account for revenue and expenses for other health care programs and institutions administered by NCCSP under the authority of Wis. Stat. § 51.42(3)(b) and paragraph V. N. above. Operational and capital contributions by a County for which NCCSP is administering another County health care program or

institution shall be determined under the provisions of the separate agreement between NCCSP and the authorizing County.

VIII. TERMINATION OF THE AGREEMENT

- A. **Term of the Agreement.** This Agreement is effective as of the Effective Date (May 1, 2020) and for a period of five (5) years thereafter. In the event that this Agreement is not extended by an affirmative vote of each of the respective member county Boards of Supervisors, or a successor agreement is not entered into by affirmative vote of each of the respective member county Boards of Supervisors, prior to April 30, 2024, said failure is deemed to constitute notice of intent to withdraw from this Agreement as contemplated under subsection VIII.C. of this Agreement. The failure of one county to affirmatively extend this Agreement, or enter into a successor agreement, does not terminate joint sponsorship of the NCCSP, provided that the remaining two member counties affirmatively vote to extend this Agreement, or enter into a successor agreement. Instead, if only two member counties vote to extend this Agreement, or enter into a successor agreement, the Continuation of Sponsorship provision of section VIII.D. would be triggered.
- B. **Termination of the Agreement.** This Agreement may be terminated by any member County for any reason (or for no reason) by providing written notice of the intent to withdraw to the other member Counties at least one (1) full calendar year in advance of the effective termination date along with a copy of the resolution adopted by the respective member County approving withdrawal. The effective termination date will be January 1 of the next calendar year following the required full calendar year notice, unless all member Counties agree to an earlier effective termination date. The NCCSP would remain responsible for providing services in the same manner as previously agreed upon until the effective termination date.
- C. **Continuation of Sponsorship**
1. The joint sponsorship arrangement under this Agreement shall survive the withdrawal of any County if the remaining Counties choose to continue the joint sponsorship by affirmative vote of each of the member county Board of Supervisors and the execution of a successor joint sponsorship agreement no later than six (6) months prior to the effective termination date of this Agreement as that date would be calculated in accordance with the provisions above.
 2. In the event of continuance, the termination date of the withdrawing County's participation in the Program shall be determined as indicated above, and within six (6) months following the termination date, the equity fund balance of the withdrawing County shall be determined. Payment to the withdrawing County shall then be made during the twelve (12) months following the termination date. Payment shall be made first in property owned by that County but carried on the books of NCCSP at its depreciated value, and the remainder, if any, shall be paid from cash or other assets. If the withdrawing

County's equity fund balance account is less than the depreciated value of the property owned by that County but carried on the books of NCCSP, then that County shall appropriate an additional amount to NCCSP to cover this deficit.

3. Any and all facilities use agreements regarding real property owned by the withdrawing county that is occupied by NCCSP shall terminate as of the effective date of the withdrawal, regardless of any continued sponsorship.

D. Liquidation of NCCSP

1. Upon the receipt of the notice of intent to withdraw from any member County, or upon the failure of all member Counties to renew this Agreement or enter into a successor agreement, NCCSP shall initiate planning relative to winding-up its affairs with the member Counties, while continuing to share costs and provide services in the same manner as existing immediately prior to the notice. On any withdrawal not subject to continuation of sponsorship as provided above, the operations shall be terminated as soon as reasonably possible as determined by NCCSP and agreed to by the Committee. The net equity fund balance of each County shall be determined as of the date operations terminate. NCCSP shall then proceed to liquidate all assets except property and equipment and satisfy all liabilities. When liquidation has been completed the remaining net assets shall be distributed based upon the proportion of each County's equity fund balance as of the date of termination of operations. The net assets distributed shall first be the property and equipment attributable to each County, and the remainder, if any, shall be paid from cash or other assets. If a County's equity fund account is less than the depreciated value of the property and equipment owned by that County but carried on the books of NCCSP then that County shall appropriate an additional amount to NCCSP to cover this deficit by January 30 of the year following the next regular budget cycle.
2. NCCSP shall be entitled to withhold any unpaid contract charges from funds to be paid pursuant to this section.

IX. MISCELLANEOUS

- A. **Other Arrangements.** No funding County shall enter into any agreement with NCCSP which financially benefits such County at the expense of any of the other funding Counties.
- B. **Assignment.** NCCSP shall not assign this Agreement without the express written consent of Lincoln, Langelade and Marathon Counties.
- C. **Waiver and Modification.** This Agreement, and its terms may only be waived, altered, amended, modified, cancelled or discharged upon specific written agreement

approved by each of the member counties, or as otherwise specifically provided in this Agreement. In the event that the Board identifies provisions it deems necessary to alter, amend, modify, cancel or discharge, it shall recommend same to each of the member counties for consideration.

- D. **Automatic Modification.** If any law enacted by the State of Wisconsin or by the United States of America changes the parties' duties and obligations, NCCSP shall notify Lincoln, Langlade Marathon Counties of the needed changes and this Agreement shall be modified in a manner mutually agreeable to the parties.
- E. **Captions.** Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.
- F. **Severability.** If any of the terms of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected, and shall remain effective, valid and enforceable to the fullest extent permitted by law.
- G. **Construction.** This Agreement shall be construed according to the laws of the State of Wisconsin. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as which party prepared the instrument or the parties' relative bargaining powers
- H. **Other Documents.** Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Agreement.
- I. **Entire Agreement.** This Agreement, and any other instruments or agreements it refers to, constitute the entire agreement between the parties with respect to the subject matter, and there are no other representations, warranties, or agreements except as provided in this Agreement
- J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- K. **Parties Bound.** Each provision of this Agreement shall extend to and shall, as the case might require, bind and inure to the benefit of the Lincoln Langlade and Marathon Counties and NCCSP and their respective legal representatives, successors and assignees.
- L. **Immunity.** Nothing contained in this Agreement is intended to be a waiver or estoppel of the rights of Lincoln, Langlade and Marathon Counties and/or NCCSP and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including

sections 893.80, 895.52 and 345.05, and related statutes.

Effective May 1, 2020, or date of last County Approval, whichever is later.

LANGLADE COUNTY

BY: _____
David J. Solin
County Board of Supervisors Chair
Date: _____

BY: _____
Judy Nagel
County Clerk
Date: _____

BY: _____
TBD
County Manager
Date: _____

LINCOLN COUNTY

BY: _____
Robert Lee
County Board of Supervisors Chair
Date: _____

BY: _____
Christopher J. Marlowe
County Clerk
Date: _____

BY: _____
Jason Hake
County Administrative Coordinator
Date: _____

MARATHON COUNTY

BY: _____
Kurt Gibbs
County Board of Supervisors Chair
Date: _____

BY: _____
Kim Trueblood
County Clerk
Date: _____

BY: _____
Lance Leonhard
Interim County Administrator
Date: _____

Title - Assistant Corporation Counsel
CORPORATION COUNSEL
FTE = 1.0

2020 BUDGET PLANNING - NEW POSITION COST

Item	2020 Rates	Minimum	Mid-Point	Maximum
DBM C42-Market		\$54,263	\$65,116	\$101,721
Health - Family	\$1,700.49	\$20,406	\$20,406	\$20,406
Dental - Family	\$60.32	\$724	\$724	\$724
FICA Retirement Rate	6.20%	\$3,364	\$4,037	\$6,307
FICA Medicare Rate	1.45%	\$787	\$944	\$1,475
Unemployment Insurance	0.10%	\$54	\$65	\$102
Retirement - Employer	6.75%	\$3,663	\$4,395	\$6,866
Worker's Comp - Clerical	0.08%	\$43	\$52	\$81
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost *		\$83,850	\$96,285	\$138,228

*No Fiscal Impact to Marathon County Tax Levy. Cost of this new position will be covered by NCHC.