

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

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

RECITALS

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

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

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

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

SECTION ONE

DEFINITIONS

The following definitions shall apply to this Agreement:

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

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

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

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

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

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

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

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

SECTION TWO

PURPOSE OF AGREEMENT

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

The purpose of the organization is as follows:

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

SECTION THREE

PARTIES TO AGREEMENT

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

SECTION FOUR

THE 66.0301 BOARD

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

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

- A. The Board shall have the power to establish the Board's annual budget as provided in Section 5.02.
- B. The Board shall have the authority to hire, supervise, and support the Executive Director of the ADRC-CW and to take other action deemed necessary for the operation of the ADRC-CW provided for this Agreement. Subject to the above authority of the Board and further subject to future amendments of this Agreement, the Executive Director shall be considered an employee of Marathon County. All other employees of the ADRC-CW, other than the Executive Director, shall be subject to the supervisory authority of the Executive Director and shall also be considered employees of Marathon County.
- C. The Board shall have the authority to enter into leases or contracts necessary for the provision of services provided under this Agreement. Said leases or contracts shall not exceed three (3) years unless approved by the Governing Bodies of each Member County.
- D. The Board shall provide an annual report to the Member Counties of the programs and services provided by the Board and the financial aspects of the programs and services provided.

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

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

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

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

Five citizen members shall also serve as members of the Board. Citizen Members will be selected at large from the service areas and shall be individuals who receive services from the ADRC-CW or are affiliated with individuals who receive services from the ADRC-CW. Citizen Members will represent the following populations: 1-Developmentally Disabled, 1-Physically Disabled, 3-Elderly. The Citizen Members shall be recommended to the Member Counties by the remaining members of the

ADRC-CW Board and shall be appointed by the Member Counties in accordance with their normal appointment process.

Representatives and Citizen Members shall be appointed for terms of no less than three (3) years. In the event that the Board receives written notice from the appointing Member County of the replacement of the Representative, or the death or resignation of the Representative, the Member County may appoint a Representative to replace the previously appointed Representative for the remainder of the term of that Representative. Representatives of any Member County which withdraws from this agreement shall be removed effective the date of the withdrawal. Citizen Members will be replaced based upon their population representation using the appointment process.

The initial term of the Representatives shall be designated as one year, two years and three years in order to create a rotating schedule for Representatives to serve on the Board from each Member County. The Governing Body of each Member County shall designate the terms of the initial Representatives. A Representative's term shall not exceed two (2) consecutive three (3) year terms.

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

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

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

- A. Open Meetings. Each meeting of the Board shall be called, noticed, held and conducted in accordance with the Wisconsin Open Meetings Law (Sec.19.81 et. seq. of the Wisconsin Statutes).
- B. Minutes. Minutes of the meetings of the Board shall be kept by the Secretary/Treasurer. The Secretary/Treasurer shall forward copies of the minutes to the Representatives and the Clerks of the Member Counties.
- C. Quorum. A majority of the Representatives is a quorum for the transaction of business. A vote of a majority of a quorum at the meeting is sufficient to take action unless the vote by a greater number is required by law or this Agreement.

4.06 Board Officers. Annually at the Annual Meeting in June, the Representatives shall elect a Chairman, Vice Chairman and Secretary/Treasurer from the membership of

the Board. The Chairman, Vice Chairman and Secretary/Treasurer shall be the officers of the Board. Said election shall be effective for one year.

4.07 Powers and Duties of Officers.

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

SECTION FIVE

BUDGET AND AUDIT

- 5.01 Fiscal Policy. Board will be responsible for developing fiscal policy for the operation of the ADRC-CW subject to review and approval of the Member Counties.
- 5.02 Budget. The Board shall present a proposed annual budget on a schedule and in a form consistent with each of the Member County budget approval process.

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

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

- 5.03 Audit. The Board shall cause an annual independent financial audit of the Board accounts and records with respect to all receipts, disbursements, other transactions,

and entries into the books of the Board. The annual audited financial statements shall be forwarded to the respective Member Counties on a timely basis and comply with accounting requirements as set forth by General Accepted Accounting Principles (GAAP) and the General Accounting Standards Board (GASB).

5.04 Proration of Expenses.

- A. It is the intent of the parties to this Agreement that the Aging and Disability Resource Center services and the funding for the same is combined into a four county regional program with uniform and consistent services based upon and required by the contract with the State of Wisconsin.

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

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

SECTION SIX

BILLING AND PAYMENT PROCEDURES/SUPPORT SERVICES

6.01 Billing Procedures. The Board shall have the authority to establish billing procedures for the costs of the ADRC-CW to be paid by the Member Counties.

6.02 Payment by Member Counties. Each Member County agrees to promptly pay all billing statements from the Board. If any Member County disputes the amount of any payment to be made, it shall nevertheless pay the amount claimed when due, stating in writing that it is making such payment under protest and the grounds therefore. By such payment the Member County shall not have agreed to the correctness of the amount and shall nevertheless retain the right to dispute the validity of the claim on any of the grounds set forth in such protest with the same

effect as if it had not made payment. Such dispute shall be resolved in the manner, as provided in Section Twelve hereof, if the Board and the Member County cannot dispose of the dispute by agreement.

6.03 Failure to Make Payment. If any Member County fails to pay any amount due and owing to the Board, such defaulting member County shall be indebted to the Board for the payment due, plus interest as enumerated in the ADRC-CW Fiscal Policy.

6.04 Fiscal Agent/Employment. For the initial term of this Agreement and subject to the cancellation provisions herein, Marathon County shall serve as the fiscal agent for ADRC-CW providing all audit, generalized accounting, payroll and fringe benefit management. Marathon County shall further provide support services including IT (Data Center), legal services, employee resource services, Worker's Compensation Administration, and liability insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC). Insurance coverage through WMMIC shall not include Errors or Omission coverage for Officers and Board members. The Board shall purchase separate insurance for this coverage and any other insurance as required.

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

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

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

SECTION SEVEN

INDEMNIFICATION

Each party shall indemnify the other Member Counties, and their respective agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees incurred in the necessary prosecution or defense of any action, arising out of performance or nonperformance by that Member County of any of its obligations under this Agreement and which is caused in whole or in part by that Member Counties negligent act or omission, or that of its agents or employees, or anyone employed by it or for whose acts that it may be liable, or for any breach by it of any of the terms of this Agreement.

SECTION EIGHT

NEW MEMBERS

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

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

SECTION NINE

WITHDRAWAL OF MEMBERS

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

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

SECTION TEN

TERM OF AGREEMENT

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

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

SECTION ELEVEN

DISSOLUTION OF BOARD

In the event of withdrawal by a Member County, the ADRC-CW and its Board shall continue to exist with remaining Member Counties for the purpose of continuing to provide services for the remaining Member Counties. The fiscal policy of the ADRC-CW shall establish procedures for the equitable distribution of assets of any withdrawing Member County or upon dissolution of the ADRC-CW.

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

SECTION TWELVE

DISPUTE RESOLUTION

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

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

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

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

SECTION THIRTEEN

MISCELLANEOUS

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

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

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

Dated and signed this 9th day of December, 2009.

LANGLADE COUNTY

BY: Michael P. Blumstein
County Board Chair

BY: Kathryn Jacob
County Clerk

Dated and signed this 21st day of December, 2009

MARATHON COUNTY

BY: Julian [Signature]
County Administrator

BY: Ann Kottke
County Clerk

Dated and signed this 15th day of December, 2009

WOOD COUNTY

BY: Pamela A. Quinn
County Board Chair

BY: Cynthia Cress
County Clerk

Dated and signed this 15th day of September, 2009.

LINCOLN COUNTY

BY: Robert H. Lussen
County Board Chair

BY: Robert A. [Signature]
County Clerk

