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RESOLUTION # 10 - 2014

Resolution offered by Supervisor Carol Pederson

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, prior to 2011, Clark County owned and operated a facility known as Clark County Health Care Center (“CCHCC”), which, among other things, contains a skilled nursing facility and facility for the developmentally disabled; and,

WHEREAS, in 2011, Clark County and other counties executed an Intergovernmental Cooperation Agreement, a copy of which is attached hereto, whereby they created an intergovernmental commission pursuant to Wis. Stat. § 66.0301(3) to be known as Woodland Enhanced Health Services Commission (hereinafter referred to as the “Commission”); and,

WHEREAS, in accordance with the provisions of the Intergovernmental Cooperation Agreement, Clark County contracts with the Commission for the purposes of (1) leasing a portion of CCHCC to the Commission and, (2) providing for the administration, maintenance and operation of the leased portion of CCHCC, a copy of which is provided herewith; and,

WHEREAS, Oneida County currently authorizes placement of Oneida County residents in CCHCC for purposes of receiving services under a protective placement order, guardianship and/or private placement; and,

WHEREAS, Oneida County anticipates a need to place Oneida County residents in CCHCC for the foreseeable future; and,

WHEREAS, pursuant to Wis. Stat. § 49.49(7), the Commission allows counties that are members of the Commission to contribute to the costs associated with CCHCC without violating the Medicaid regulations relating to supplementation; and,

WHEREAS, the creation of the Commission allows CCHCC to continue its operations with funding provided from all of the counties that are members of the Commission; and,

WHEREAS, the legal authority and goals of the Commission are set forth in the Intergovernmental Cooperation Agreement, as amended, a copy of which is provided herewith; and,

WHEREAS, the goals of the Commission as set forth in the Intergovernmental Cooperation Agreement are in accordance with the philosophy and public policy objectives of Oneida County; and,

WHEREAS, the Intergovernmental Cooperation Agreement provides for the addition of counties as Members of the Commission by action of the county board of the county wishing to join and action from the designated representatives of the counties that are current Members of the Commission; and,

WHEREAS, in the past, the Commission has taken action adding Barron County and Bayfield County as Members of the Commission by virtue of those counties passing resolutions authorizing the joining and the Commission adopting, by unanimous consent, amendments to the Intergovernmental Cooperation Agreement; and,

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WHEREAS, if Oneida County passes this Resolution authorizing Oneida County to join the Commission, the Commission will consider and act upon Amendment Number 3 to the Intergovernmental Cooperation Agreement, which if passed unanimously will add Oneida County as a Member of the Commission; and,

WHEREAS, it is the intent of this Resolution to authorize Oneida County to become a Member of the Commission and authorize the County Board Chairman in accordance with Oneida County rules and procedures to execute Amendment Number 3 to the Intergovernmental Cooperation Agreement that is substantially similar to the draft Amendment provided herewith.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Board of Supervisors that Amendment Number 3 to the Intergovernmental Cooperation Agreement, a copy of which is attached hereto, is approved and the Board hereby authorizes and directs the County Board Chairman to sign such document; and,

BE IT FURTHER RESOLVED, that the Chair of the Oneida County Board of Supervisors is hereby directed to appoint a board supervisor to act as Oneida County's representative on the Commission and to otherwise take all action necessary to effectuate the intent of this Resolution; and,

BE IT FURTHER RESOLVED that once the Amendment has been executed by all signatories thereto, Oneida County is authorized to expend funds related to the placement of persons in CCHCC and otherwise comply with the terms and conditions of the Intergovernmental Cooperation Agreement, as amended; and,

BE IT FINALLY RESOLVED that the initial membership fee of \$5,000 shall be paid from funding available in the 2013 Social Services department budget.

Vote Required: Majority = _____ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date:

Approved by Carol Pederson this _____ day of _____, 2013.

Consent Agenda Item: _____ YES _____ NO

Offered and passage moved by: _____
Supervisor

Seconded by: _____
Supervisor

103 _____ Ayes
 104
 105 _____ Nays
 106
 107 _____ Absent
 108
 109 _____ Abstain
 110
 111 _____ Adopted
 112
 113 by the County Board of Supervisors this _____ day _____, 2013.
 114
 115 _____ Defeated
 116
 117 _____
 118 Mary Bartelt, County Clerk Ted Cushing, County Board Chair

**Amendment Three to
 Intergovernmental Cooperation Agreement Creating
 WOODLAND ENHANCED HEALTH
 SERVICES COMMISSION**

This Amendment Two to the Intergovernmental Cooperation Agreement (“Amendment Two”) is entered into under authority of Wis. Stat. § 66.0301 and the Intergovernmental Cooperation Agreement, as amended by Amendment One to Intergovernmental Cooperation Agreement, (collectively “IGA”) entered into by, among and between the Counties of Clark, Taylor, Rusk, Chippewa, Eau Claire, Portage, Wood, Douglas, Barron, Bayfield and Florence each a duly organized and existing county of the State of Wisconsin relating to the formation of the Woodland Enhanced Health Services Commission (“WEHS”). This Amendment shall be effective as of the _____ day of _____, 2013.

RECITALS

WHEREAS, the Members of WEHS, as that term is used in the IGA, have determined it to be in the best interests of WEHS to allow for the admission of Oneida County to WEHS; and

WHEREAS, Oneida County is a duly organized and existing county in the State of Wisconsin and, therefore, able to enter into an agreement under Wis. Stat. § 66.0301; and

WHEREAS, Oneida County has passed a resolution authorizing it to join WEHS, a copy of which is maintained in WEHS's official books and records; and

WHEREAS, upon payment of the initial fee of \$5,000 and execution of this Amendment Three by all of the Members, Oneida County has satisfied all conditions precedent set forth in the IGA relating to joining WEHS;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. All of the terms, conditions and provisions of the IGA, as amended, shall remain unaltered unless specifically amended herein.

2. The IGA shall be amended to include Oneida County as an Additional Member.

3. By executing this Amendment Three, Oneida County agrees to abide, and be bound, by the terms of the IGA, as amended, and all policies of WEHS.

4. Upon confirmation of WEHS's receipt of the \$5,000 initial fee and receipt of this fully-executed Amendment Three, Oneida County shall be admitted as a Member of WEHS.

5. Oneida County shall appoint a representative to act on its behalf in relation to WEHS business as provided in Article 3, Section 3.03 of the IGA.

6. Execution of this Amendment Three certifies compliance with Article 5 and Article 8 of the IGA.

7. Oneida County understands and agrees that for purposes of the Assessment Rate, as that term is used in the IGA, it shall have been considered a Member of WEHS as of , 2013, and shall be responsible for all charges associated with the Assessment Rate from such date consistent with WEHS policy.

8. This Amendment Three may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the

same legally binding effect as an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the effective date set forth above.

**On behalf of CLARK COUNTY:
COUNTY:**

On behalf of TAYLOR

By: _____
Its: _____

By: _____
Its: _____

**On behalf of CHIPPEWA COUNTY:
COUNTY:**

On behalf of RUSK

By: _____
Its: _____

By: _____
Its: _____

**On behalf of EAU CLAIRE COUNTY:
COUNTY:**

On behalf of PORTAGE

By: _____
Its: _____

By: _____
Its: _____

**On behalf of DOUGLAS COUNTY:
COUNTY:**

On behalf of WOOD

By: _____
Its: _____

By: _____
Its: _____

**On behalf of FLORENCE COUNTY:
COUNTY:**

On behalf of BARRON

By: _____
Its: _____

By: _____
Its: _____

**On behalf of BAYFIELD COUNTY:
COUNTY:**

On behalf of ONEIDA

By: _____
Its: _____

By: _____
Its: _____

Intergovernmental Cooperation Agreement Creating WOODLAND ENHANCED HEALTH SERVICES COMMISSION

This Intergovernmental Cooperation Agreement ("Agreement") is entered into under authority of Wis. Stat. § 66.0301 and is effective as of the date the last Member identified herein executes the Agreement. The Agreement is entered into by, among and between the Counties of Clark, Rusk, Eau Claire, Taylor, Chippewa, Douglas, Portage, Wood, and Florence each a duly organized and existing county of the State of Wisconsin (hereinafter collectively referred to as the "Initial Members") and each county that may hereafter enter into the Agreement in the manner hereinafter described (hereinafter collectively referred to as the "Additional Members" and together with the Initial Members, as the "Members").

RECITALS

WHEREAS, Wis. Stat. § 66.0301(2) authorizes municipalities to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, each of the Initial Members are municipalities within the definition set forth in Wis. Stat. § 66.0301(1)(a); and

WHEREAS, Wis. Stat. § 66.0301(3) authorizes the Members to form a commission for the purpose of administering the Members' contractual obligations set forth herein; and

WHEREAS, Wis. Stat. § 49.49(7) authorizes the formation of a commission such as that intended herein for purposes of operating a nursing home; and

WHEREAS, every county may exercise any organizational or administrative power, subject only to the constitution and to any enactment of the legislature which is of statewide concern and which uniformly affects every county pursuant to Wis. Stat. § 59.03 Wis. Stats.; and

WHEREAS, to give counties the largest measure of self government under the administrative home rule granted to counties in Wis. Stat. § 59.03(1), Chapter 59 of the Wisconsin Statutes shall be liberally construed in favor of the rights, powers and privileges of counties to exercise any organizational or administrative power; and

WHEREAS, Wis. Stat. § 59.01 Wis. Stats., authorizes each county as a body corporate to make such contracts and to do such other acts as are necessary and proper to the exercise of the powers and privileges granted and the performance of the legal duties charged upon it; and

WHEREAS, Wis. Stat. § 59.51(1) provides that a county board may exercise any organizational or administrative power under Chapter 59 without limitation because of

enumeration, and these powers shall be broadly and liberally construed and limited only by express language; and

WHEREAS, counties within the State of Wisconsin have found it increasingly difficult to find nursing home placements for their residents that have specialized physical and mental health needs that are complicated by the residents' challenging behaviors; and

WHEREAS, Clark County currently owns a facility known as Clark County Health Care Center ("CCHCC") that is licensed to operate a nursing home and a facility for the developmentally disabled ("FDD"); and

WHEREAS, each of the Members are authorized to individually own, operate and manage a nursing home and FDD under authority granted under, among other statutes, Chaps. 50 and 150 of the Wisconsin Statutes; and

WHEREAS, the Members desire to obtain the availability of placements for their residents that have specialized physical and mental health needs as economically as possible, and have found and determined that, through intergovernmental cooperation and associating together, they can obtain placement of such individuals collectively in a multi-county facility more economically than by acting separately; and

WHEREAS, the Initial Members to this Agreement are desirous of entering into this Agreement for purposes of establishing the Woodland Enhanced Health Services Commission ("Commission"), which would, on behalf of the Members, operate and manage CCHCC; and

WHEREAS, only that portion of CCHCC that is licensed to operate a nursing home and FDD, all as will be more particularly set forth in a lease agreement by and between Clark County and the Commission, is subject to the terms of this Agreement and the Commission; and

WHEREAS, Clark County is desirous of allowing the Commission, on behalf of its Members, to lease a portion of CCHCC to allow the Members to place their residents within the facility upon terms and conditions whereby the Commission assumes responsibility for the costs associated with the maintenance and operation of the real and personal property associated with CCHCC; and

WHEREAS, Clark County is interested in contracting with the Commission for purposes of Clark County providing the human resources and personnel associated with administering, maintaining and operating the portion of CCHCC that would be leased; and

WHEREAS, the governing body of each Member has reviewed this Agreement and found that the goals of the Commission are in accordance with the philosophy and public policy objectives of such Member.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
CREATION AND LEGAL STATUS**

1.01 Creation. The Commission is formed by and on behalf of the Members to be known as the "Woodland Enhanced Health Services Commission" for the purpose of administering and executing this Agreement and shall have the powers granted to it under this Agreement.

1.02 Title to Commission Assets. Certain assets of CCHCC shall be made available to the Commission for the Commission's use, as will be more particularly set forth in the lease agreement by and between Clark County and the Commission. The assets of CCHCC shall not be considered the assets of the Commission unless explicitly set forth in an agreement between Clark County and the Commission. As it relates to Commission assets, except as otherwise provided in this Agreement, the Commission shall have exclusive title to all of its property and no Member shall have an ownership interest in Commission property.

1.03 Compliance with Law. The Commission shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement, as well as with any duties or obligations that may from time to time be transferred to it from any of the Members consistent with this Agreement.

1.04 Relationship of Members. The Members agree that no Member shall be responsible, in whole or in part, for the acts of the employees, agents and servants of any other Member, whether acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Member may obligate any other Member.

1.05 Principal Office. The Commission shall maintain a principal office in Clark County, Wisconsin. The Commission may have such other offices, either within or without Clark County, Wisconsin, as may be designated from time to time by resolution of the Members.

**ARTICLE 2
PURPOSE AND AUTHORITY**

2.01 Purpose. The purpose of the Commission shall be to organize and establish a multi-jurisdictional public entity that shall: (1) lease, manage and operate a nursing home and facility for the developmentally disabled ("FDD") known as Clark County Health Care Center ("CCHCC") and as described in the lease agreement by and between Clark County and the Commission; (2) contract with Clark County to provide personnel and human resources related to the administration and management of CCHCC; and (3) provide financial resources for operation of CCHCC, including any costs or services incidental thereto. The Commission is

hereby authorized to enter into any and all contractual relationships necessary to effectuate the purpose of the Commission.

2.02 Authority. The Commission is hereby empowered by the Members to take all action relating to the operation of CCHCC as a certified and licensed nursing home and FDD under the applicable Wisconsin Statutes, together with any and all actions necessary to effectuate the purpose and intent of this Agreement.

ARTICLE 3 MEMBERS

The Commission shall have two classes of Members:

3.01 Voting Members. Each Initial Member, together with any Additional Member admitted to the Commission pursuant to the procedures established herein, shall be considered a Voting Member of the Commission.

3.02 Non-Voting Members. Any entity or individual demonstrating an interest in the Commission or its business may, upon written application to the Commission, be admitted as a Non-Voting Member of the Commission. Non-Voting Members shall be entitled to notice of Commission meetings and shall be allowed to attend and participate in such meetings, but shall not be considered bound by the terms of this Agreement and not be entitled to vote on any matters of business brought before the Commission.

3.03 Voting Rights. Each Voting Member, for business at any meeting, shall have one vote, which shall be cast by the official representative of the Member. The official representative shall be designated in the Member's customary manner of designation relating to committees or commissions. Any Member may otherwise designate an official representative by written notice to the President of the Commission. Each official Member representative must, at the time of making a motion or voting, be a county board supervisor or County Executive. If any Member representative calls for a weighted vote on any matter, the member representative of each Member shall be entitled to the percentage of votes out of 100% that is equal to the then-current percentage reflected as the Member's percentage of utilization as set forth in Sec. 4.04(A)(iii).

3.04 Powers of Commission. Consistent with Article 2 above, the Commission's powers shall include the following, without limitation by enumeration:

- A. Establish the annual assessment rate ("Assessment Rate") for Members associated with the costs of operating CCHCC.
- B. Establish the initial and annual dues rate for Members as a condition for the continued operation of the Commission.

- C. Establish the terms and conditions, including but not limited to the consideration, relating to the Lease Agreement by and between the Commission and Clark County related to CCHCC.
- D. Upon recommendation of the Executive Committee, establish the Commission's annual budget.
- E. Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- F. Incur debts, liabilities, or obligations consistent with the Commission's budget and as otherwise authorized by the Members.
- G. Cooperate with other public agencies.
- H. Sue and be sued in the name of the Commission.
- I. Be responsible for any liabilities that might be incurred through performance of this Agreement and insure against any such liability.
- J. Engage auditors to perform independent audits of the financial statements and other activities of the Commission as required by law.
- K. Invest surplus funds or proceeds and adopt investment policy in connection with the funds or proceeds.
- L. Purchase and maintain insurance to protect members of the Commission Board or officers or employees of the Commission from personal loss or accountability for any acts or omissions of the Commission.
- M. Exercise any power necessary to effectuate the intent and purpose of this Agreement.

3.05 Meetings of Members.

- A. Annual Meeting. In each calendar year, an annual meeting of members shall be held during the month of August. The Secretary or designated staff shall give at least 30 days written notice of an annual meeting to each Member (voting and non-voting) at the address of the Members shown in the records of the Commission. It shall be the responsibility of each Member to inform the Commission of its designated representative to act on behalf of a Member at such meeting.
- B. Agenda. The agenda for each Annual Meeting shall include, but not be limited to the following: election of Executive Committee Members, election of Commission officers, set the budget for the following year, set

the Assessment Rate for the following year, assess dues and receive other reports or information that are in the interests of the Commission.

- C. Special Meetings. Special meetings of Members may be called by the President or by a majority of the representatives of the Voting Members. Special meetings shall be held on 5 days written notice from the Secretary of the Commission, which shall describe the business to be transacted at the meeting.
- D. Place of Meetings. All meetings of Members shall be held within the State of Wisconsin.
- E. Quorum and Voting. A majority of Voting Members shall constitute a quorum necessary to conduct business on behalf of the Members. Voting shall be Voting Members present at a meeting. Proxy voting shall not be allowed.
- F. Procedure. Meeting notices shall be given and all meetings shall be conducted in compliance with the Wisconsin Open Meetings Law. Meetings shall be conducted pursuant to Robert's Rules of Order unless some other procedure is approved by a two-thirds vote of Voting Members present and voting.
- G. Adjournment. Meetings may be adjourned from time to time without further notice.

ARTICLE 4 EXECUTIVE COMMITTEE

4.01 Creation. There is hereby created a committee composed of representatives of the Members to be known as the Executive Committee. The Executive Committee shall be responsible for the governance of the Commission.

4.02 Powers and Duties of Executive Committee. The Executive Committee is authorized, in its own name, to do all acts specifically delegated to it by the Members. In addition, the Executive Committee shall have the following powers and duties:

- A. Establish the Commission's annual budget, subject to the approval of the Members as provided in Section 3.04. The Commission's annual budget shall include, without limitation, the following information: (1) anticipated revenues and expenses for the Commission separated by category of revenue or expense; and (2) anticipated capital expenditures.
- B. Pursuant to the Commission's budget, enter into leases or contracts necessary for the provision of services provided under this Agreement including, but not limited to, contracts related to: (1) the provision of

management and administrative services related to the operation of CCHCC; (2) the provision of accounting or legal services; and (3) the provision of human resources.

- C. Establish the Commission's Assessment Rate, subject to the approval of the Members as provided in Sections 3.04 and 4.04.
- D. Report to the Members matters involving Clark County's long-range capital plan related to CCHCC's building and property.

4.03 Limitation on Powers of Executive Committee. The Executive Committee shall not have the power to take any action specifically reserved to the Members as set forth in this Agreement.

4.04 Assessment Rate. At the annual meeting of the Members, the Executive Committee shall present to the Members for approval a proposed Assessment Rate that will provide the mechanism for funding the Commission's operations in the next fiscal year. The Assessment Rate shall take into consideration lease payments, operation costs, capital costs and any other expenses that the Commission anticipates will be incurred in the next fiscal year. The Assessment Rate shall consist of two (2) components:

- A. For all Members other than Clark County, the Assessment Rate shall be a uniform rate that is prorated to the Members and shall take into consideration the prorated expenses incurred by the Commission associated with a Member's placement of a resident in CCHCC. The Assessment Rate shall be reflected as a daily rate and shall be billed monthly based upon a Member's utilization of CCHCC. The Commission shall adopt a policy or policies clarifying the process for billing, payment and calculation of the Assessment Rate.
- B. For Clark County, the Assessment Rate shall consist of the sum of (1) the Assessment Rate assessed all other Members; plus (2) the difference between the sum total of the Assessment Rate proceeds for all Members and the actual costs of the Commission's operations, as determined in the Commission's Medicaid cost reports filed with the State of Wisconsin ("Retroactive Assessment") after taking into account all revenue of the Commission, both received and anticipated. The Retroactive Assessment shall be determined retroactively based upon actual costs and revenues. Nothing herein shall be construed as limiting the Commission's ability to reconsider/audit the Retroactive Assessment if anticipated costs or revenues are different than actual costs or revenues provided, however, that no Member other than Clark County shall be responsible for such reconsideration/audit.

4.05 Accounting and Reconciliation. Following the close of the previous fiscal year, the Commission shall undertake an accounting and reconciliation associated with the

determination of the Retroactive Assessment. Clark County agrees that it shall be responsible for all costs associated with the accounting and reconciliation, together with all sums due and owing under the Retroactive Assessment. In the event the Commission's revenues from sources other than the Assessment Rate or Retroactive Assessment rate exceed its expenses, the excess revenue shall be returned to the Members pro rata based upon a Member's contribution to the Commission in the year in which such excess revenue is realized.

4.06 Executive Committee Membership. The Executive Committee shall initially consist of five (5) members elected by the Voting Members as set forth herein provided, however, that one (1) committee member shall be the Member Representative from Clark County. Terms of the Executive Committee members shall be 2 years. An Executive Committee member may serve an unlimited number of terms. All persons serving on the Executive Committee shall be a duly elected county board supervisor or County Executive and a designated Member Representative. Election of the Executive Committee members shall take place at the annual meeting of Members provided, however, that Executive Committee members shall be elected consistent with the process herein at the initial meeting of the Members to serve until the Commission's first annual meeting. Candidates may be nominated by a nominating committee or nominated from the floor of the annual meeting by a Voting Member. Each Voting Member may cast 1 vote for each Executive Committee member position open for election at such meeting. Election shall be by a majority of the Voting Members present at the meeting, provided a quorum is present. If 1 or more candidates do not receive a majority vote in the first round of balloting, the following number of candidates with the most votes will stand for election in the second round and continue for each round thereafter: 2 candidates for 1 position; 3 candidates for 2 positions; 4 candidates for 3 positions; or 5 candidates for 4 positions. In the event of a vacancy in a Executive Committee member position, it shall be the responsibility of the Member with appointing authority relating to such position to provide written notice to the Commission Board of the designation of a replacement Executive Committee member. An Executive Committee member may be removed by 2/3 vote of the Executive Committee.

4.07 Meetings of Executive Committee. There shall be an annual meeting of the Executive Committee held during the month of August during each calendar year immediately following the meeting of Members. The Executive Committee shall give at least 30 days written notice of the annual meeting at the same time notice is given of the annual membership meeting. At its annual meeting, the Executive Committee shall set a schedule of regular Executive Committee meetings for the period until the next annual meeting. A written notice of regular Executive Committee meetings will be given to all Executive Committee members at least 5 days prior to the Executive Committee meeting. Special meetings of the Executive Committee may be called by any Executive Committee member. Special meetings shall be on 5 days written notice from the Secretary of the Commission, which shall describe the business to be transacted at the meeting. All meetings shall be held within the State of Wisconsin. A majority of members shall constitute a quorum necessary to conduct business on behalf of the Executive Committee. Voting shall be by members present at the meeting. Proxy voting shall not be allowed. Meetings shall be conducted pursuant to Robert's Rules of Order unless some other procedure is approved by a two-thirds vote of Executive Committee members present and voting.

4.08 Commission Officers. At the annual meeting of the Commission in every calendar year (and at the initial meeting of the Commission), the Voting Members shall elect a President, Vice President and Secretary/Treasurer from the representatives of the Voting Members. The Commission may appoint staff members to act as assistants to any of the officers and delegate any of the functions of the officers to such staff members as the Commission deems advisable.

- A. Selection and Term of Office. The President shall be the Member representative of Clark County. The remaining officers shall be elected by majority vote of the Voting Members. All officers shall serve for a term of 2 years from the date of election until such officer's successor shall be elected and qualified. One person may hold not more than one (1) office. Officers may be removed by majority vote of the Voting Members provided, however, that the President may be removed only by Clark County in a manner consistent with Clark County's appointment and removal process associated with boards and/or commissions.
- B. Vacancies. A vacancy in any office created by any cause shall be filled by the Executive Committee at its next meeting held after such vacancy shall occur subject to the qualification that the President shall be the Member representative of Clark County. The person selected to fill such vacant office shall serve the remainder of the term of the person leaving such office vacant.
- C. Powers and Duties of Officers.
 - 1. President. The President shall preside at all meetings of the Commission Members and Executive Committee. The President shall appoint members to standing and special committees created by the Commission. The President or his/her designee is responsible for giving notice of each meeting of the Commission and Executive Committee in compliance with the Wisconsin Open Meetings Law.
 - 2. Vice President. The Vice President shall exercise the duties of the President in the absence or incapacity of the President. If the President should die, resign, or be removed from office, the Vice President shall succeed to the office of the President.
 - 3. Secretary/Treasurer. The Secretary/Treasurer shall maintain all records of the Commission and shall prepare minutes of all meetings of the Commission and Executive Committee. The Secretary/Treasurer shall have custody of the funds of the Commission and shall maintain all financial records of the Commission. The Treasurer shall report to the Members on the financial status of the Commission.

**ARTICLE 5
ADMISSION AND REMOVAL OF MEMBERS**

5.01 Admission of Members. The Commission may admit Additional Members upon unanimous consent of the then-current Members and upon such other terms and conditions as the Members shall unanimously determine.

5.02 Removal of Members. Any Member may be removed by two-thirds (2/3) vote of the Members. Any removal occurring hereunder shall be effective immediately provided, however, the removed Member shall be responsible to the Commission for any assessments and/or dues based upon a Member's past or present placement of an individual in CCHCC. Upon removal, a removed Member shall take all actions necessary to remove its residents from CCHCC immediately and shall immediately pay the Commission the appropriate Assessment Rate for all days associated with the removed Member's placement of a resident in CCHCC, up to and including the day any such resident is removed from CCHCC. Clark County shall not be obligated to remove its residents from CCHCC if its membership in the Commission is terminated. Nothing herein shall be construed as limiting or modifying the Commission's obligations under state and/or federal law that may govern certain issues related to the removal of a particular resident(s) from CCHCC.

**ARTICLE 6
LIABILITY AND INDEMNITY**

6.01 Liability for Losses: Ownership of Profits. The Members understand and agree that any and all losses of the Commission are to be borne by the Members themselves consistent with the intent and purpose of Wis. Stat. § 66.0301, *et seq.*, and this Agreement. Each Member further understands and agrees that it is financially responsible for the continuing operation of CCHCC so long as the Commission is a party to the contracts and agreements relating to CCHCC's operations and the Member continues to be a Member of the Commission.

6.02 Indemnity by Clark County. Notwithstanding the responsibility for losses set forth in Section 6.01 above, the Members understand and agree that Clark County has contractually agreed to indemnify and hold the Commission harmless from any and all fines, fees, forfeitures, suits, claims and/or causes of action relating to CCHCC's operations by virtue of a lease and administrative agreement. Nothing herein nor in the lease and administrative agreement shall be construed as limiting Clark County's indemnification obligations. Except for Clark County, no Member shall be liable to the Commission for any sums beyond sums established through dues and Assessment Rates as provided in this Agreement.

**ARTICLE 7
TERM OF AGREEMENT AND DISPOSITION OF ASSETS**

7.01 Term of Agreement. The initial term of this Agreement shall be ten (10) years after the effective date and automatically renewed in five (5) year increments. This Agreement may be terminated at any time by unanimous agreement of the Members.

7.02 Continuation. This Agreement shall survive the voluntary withdrawal of any Member.

7.03 Withdrawal of Member. Any Member may voluntarily withdraw from the Commission provided that such withdrawal shall be effective on December 31 of any year and further provided such Member gives the Commission notice of its withdrawal on or before August 1 of the year in which the withdrawal takes place. Upon withdrawal, a Member shall no longer be obligated by any of the provisions set forth herein including, but not limited to, the Assessment Rate provided, however, that a withdrawing Member shall take all actions necessary to remove its residents from CCHCC as of the effective date of the withdrawal and shall pay the Commission the appropriate Assessment Rate for all days associated with the withdrawing Member's placement of a resident in CCHCC, up to and including the day any such resident is removed from CCHCC. Nothing herein shall be construed as limiting or modifying the Commission's obligations under state and/or federal law that may govern certain issues related to the removal of a particular resident(s) from CCHCC.

7.04 Disposition Upon Termination. If the Members unanimously agree to terminate this Agreement, the Commission shall wind up its affairs as follows:

- A. All of the Commission's debts, liabilities and obligations and all expenses incurred in connection with the termination shall be paid first provided, however, that to the extent any debts are subject to proration based upon the Assessment Rate, such expenses shall be prorated consistent with the Assessment Rate; and
- B. Title to all property and assets owned by the Commission shall be distributed among the Members as determined by the Commission Board.

ARTICLE 8 AMENDMENT

This Agreement may be amended at any time by unanimous consent of the Members acting by and through their authorized representatives. Amendments shall be in writing and shall become effective only after execution by the authorized representatives of the Members.

ARTICLE 9 MISCELLANEOUS

9.01 Fiscal Year. The Commission's fiscal year shall end on December 31 each year.

9.02 Choice of Law and Venue. This Agreement shall be construed according to the laws of the State of Wisconsin. Any lawsuit arising out of this Agreement shall be venued exclusively in the State and Federal courts in Wisconsin.

9.03 Notices. Notices under this Agreement to Members shall be sufficient if delivered to their Representatives and the office of the Clerk of the Member. Notices to the

Commission under this Agreement shall be sufficient if delivered to the President at his or her regular business office.

9.04 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.

9.05 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.

9.06 Prohibition Against Assignment. Neither Members nor the Commission may assign any right, claim or interest it may have under this Agreement.

9.07 Execution. This Agreement shall be executed on behalf of each Member, upon approval thereof by its Governing Body by duly authorized officials. 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.

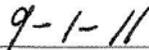
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.



AUTHORIZED COUNTY REPRESENTATIVE



COUNTY



DATE