

**AGING AND DISABILITY RESOURCE CENTER OF  
BUFFALO, CLARK AND PEPIN COUNTIES**

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**TO:** ADRC Governing Board Members  
**FROM:** Paul Hoch   
**DATE:** July 8, 2016  
**RE:** **ADRC GOVERNING BOARD MEETING**

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The next Governing Board meeting is scheduled for Friday, July 15, 2016 at 10:00 a.m. in the County Board Room of the Pepin County Government Center. The board room is located on the first floor of the Government Center. There is parking in both the front and rear of the building; with handicapped parking and entrance located in the rear of the building.

There will be no finance committee meeting prior to the Board meeting. At the last meeting it was decided the finance report will be given by the fiancé committee chairperson during the Board meeting to avoid duplication. The report will be presented for approval at that time.

Enclosed you will find the following information you may want for the meeting:

1. Agenda for the meeting
2. Draft copy of the ADRC Finance Committee meeting minutes from May 5, 2016
3. Draft copy of the ADRC Governing Board meeting minutes from May 5, 2016
4. Copy of the 2016 ADRC Budget through May 31, 2016
5. Copy of CARS Cost Breakdown through May 31, 2016
6. Copy of the ADRC Governing Board By-Laws-gives information for election of officers
7. List of Current ADRC Governing Board Members as of May, 2016
8. Copy of the "Intergovernmental Agreement"-this is a copy of the agreement between Buffalo County and Clark County, but all are identical.

I am also asked to remind you a copy of your current car insurance must be on file in Buffalo County to get reimbursed for mileage at the rate of \$0.53 per mile. If your car insurance is not current, please bring a copy with you so it can be given to Buffalo County.

If you are not able to attend the meeting, please notify Craig Brooks or myself.

Feel free to call me if you have any questions.

# Aging and Disability Resource Center of Buffalo, Clark, and Pepin Counties Notice of Public Meeting

**Committee:** Aging and Disability Resource Center Governing Board  
**Date:** Friday, July 15, 2016  
**Time:** 10:00 a.m.  
**Location:** Pepin County Government Center, County Board Room, 1<sup>st</sup> Floor  
740 7<sup>th</sup> Avenue West, Durand, WI 54736

## Agenda

1. Call to Order/Roll Call of Membership
2. Approval of Previous Meeting Minutes-May 5, 2016
3. Public Comments Regarding Listed Agenda Items
4. Election of Officers
  - A. Chairperson
  - B. First Vice-Chairperson
  - C. Second Vice-Chairperson
5. Election of ADRC Finance Committee Members
6. Information/Discussion – What Are Consumers Saying/What Have You Heard/What Have You Been Involved With
7. Review/Discussion/Action – 2016 ADRC Budget/Financial Update
8. Information/Discussion – ADRC Regionalization/Integration Update
9. Information/Discussion/Action – Update on Hiring of Interim I and A Specialist in Pepin County
10. Information/Discussion/Action-Disposition of ADRC of Buffalo, Clark and Pepin Counties Property and Funds Upon Dissolving on December 31, 2016
11. Information/Discussion – Interim Regional Director's Report
12. Review/Discussion/Action – Next Steps
  - A. Suggestions for Next Agenda Items
  - B. Confirm Next Meeting Date/Locations
13. Any Other Business Properly Brought Before the Board
14. Adjournment

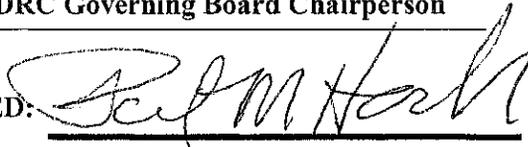
**DATE NOTICE WAS FAXED/EMAILED/MAILED AND POSTED:** July 6, 2016

**NOTICE TO: Mailed:** Committee Members; **Emailed:** Appropriate Public Offices/Officials

**COMMITTEE MEMBERS:** If unable to attend, please contact the chairperson of the committee or the ADRC Interim Director at (715) 672-8945 or email at phoch@co.pepin.wi.us

**PERSONS WITH DISABILITIES:** If you require special accommodations in order to attend this meeting, please contact the ADRC Interim Director at (715) 672-8945

**MEETING CALLED TO ORDER BY:** Craig Brooks, ADRC Governing Board Chairperson

SIGNED: 

Paul M. Hoch, Interim ADRC Director

***DRAFT***  
**ADRC of Buffalo, Clark and Pepin Counties Minutes**  
**Thursday, May 5, 2016, 10:15 A.M.**

**Committee/Board:** Aging and Disability Resource Center of Buffalo, Clark and Pepin County Finance Committee

The meeting was called to order by Ms. Jane Whiteside at the Clark County Courthouse in Neillsville, Wisconsin.

The roll was called and all members were present.

**Public Comments:** There were no public comments.

**Review/Discussion/Action regarding the March 10, 2016 ADRC Finance Committee Minutes:** Ms. Schwab made a motion to approve the minutes, seconded by Mr. Bucheger. Motion carried.

**Review/Discussion/Action regarding 2016 Budget Update:** Ms. Whiteside presented the 2016 updated budget, and reported that all three counties are current for the updated budget report and that staff are reporting work at 46% federal match. Ms. Whiteside presented the Task Force totals. A motion was made by Mr. Bucheger to accept the budget as presented and pass it on to the Governing Board for approval, seconded by Ms. Schwab. Motion carried.

**Review/Discussion/Action – Next Steps:**

**Adjourned:** Mr. Bucheger made a motion to adjourn at 10:25 a.m., seconded by Ms. Schwab. Motion carried.

Respectfully Submitted,  
Peggy Ludwigson  
Billing Clerk

**DRAFT**  
**ADRC of Buffalo, Clark and Pepin Counties Minutes**  
**Thursday, May 5, 2016**

**Committee/Board:** Aging and Disability Resource Center of Buffalo, Clark and Pepin County Governing Board

The meeting was called to order by Mr. Craig Brooks at the Clark County Courthouse in Neillsville, Wisconsin.

The roll call was done as an introduction to the two new members, Mr. Nathan Nelson and Ms. Dorothy Thompson. All members were present except Mr. Bill Ingram and Ms. Pam Ingram who were excused and Mr. Ron Schutz who was absent. Others present were Ms. Mary Sladich, Ms. Doris Bakker, Ms. Paula Winter, and Ms. Lola Longyhore.

**Public Comments:** There were no public comments.

**Information/Discussion – What are Consumers Saying / What Have You Heard / What Have You Been Involved With:** Ms. Schwab mentioned that a new dollar store would be opening soon in Cochrane. It would have some groceries for our elderly to get. The only store in Buffalo County is in Mondovi. Mr. Brooks heard some concerns about what the state might be doing about Family Care and IRIS. He was not sure of the details but hopefully it doesn't affect the services clients will get.

**Review/Discussion/Action regarding the March 10, 2016 ADRC Governing Board Minutes:** Ms. Roby made a motion to approve the minutes, seconded by Ms. Whiteside. Motion carried.

**Review/Discussion/Action – 2016 Budget Update:** Ms. Whiteside presented the 2016 updated budget, and reported that all three counties are current for the updated budget report and that staff are reporting work at 46% federal match. Ms. Whiteside presented the Task Force totals. Ms. Whiteside made a motion to approve the budget, seconded by Mr. Bucheger. Motion carried.

**Review/Discussion regarding the 4/7/16 letter from Diana Adamski regarding ADRC Regional Manager functions.** A copy of the letter was sent out to all members. Mr. Brooks read the highlighted parts.

Ms. Kodl requested paper copies be sent out for the agenda again. This was agreed upon so everyone will have the same information for the meetings. Copies can still be emailed, especially last minute items.

Ms. Sladich introduced the new DBS, Julie Milz.

**Review/Discussion/Action – Interim coverage of ADRC Regional Manager responsibilities:** Proposed motion to approve the appointment of Mr. Paul Hoch as Interim Director and fill the I&A worker position left open by Mr. Hoch. Costs must stay within the 2016 budget.

Pepin County will continue to pay Mr. Hoch's wages, and have use of the ADRC car. Buffalo County will continue to insure the vehicle. Buffalo County will continue as the fiscal agent. Buffalo County salary scale was used for interim director position wages. A LTE (limited term employee) I&A worker would be needed until the end of the year.

Ms. Winter requested that Mr. Hoch attend the restructuring meetings as well as help Clark County restructure alone, all agreed. Pepin County home committee approved Mr. Hoch to start. He has started training as of May 2<sup>nd</sup>. Pepin County board still has to approve it. The ADRC board would oversee Mr. Hoch's job performance.

A motion made by Ms. Whiteside to approve the proposed motion on the agenda retroactive starting date to May 2, 2016, Mr. Hoch would get use of the ADRC car, and he would help all three counties get support into the future, seconded by Ms. Bucheger. Motion carried.

**Information/Discussion – Regional ADRC Director's Report – Lola Longyhore:** Paul attended the state ADRC director's meeting with Lola.

**Review/Discussion/Action – Next Steps:** The next meeting will be in Durand. The date will be determined at a later time. Instead of having a finance meeting first, Mr. Brooks suggested the committee start with the full board meeting so Ms. Whiteside doesn't have to repeat everything twice. All agreed. Discuss at future meetings splitting up the property. Request made to put on the next agenda to do the election of officers.

**Adjourned:** Meeting adjourned at 11:40 a.m.

Respectfully Submitted,

Peggy Ludwigson  
Billing Clerk  
ADRC of Buffalo, Clark and Pepin Counties

A	B	C	E	G	H	J	K	M	N
<b>ADRC OF BUFFALO, CLARK, AND PEPIN</b> <b>STATUS OF 2016 BUDGET</b> <b>REPORT THROUGH MAY 31, 2016</b> <b>REGIONAL</b>									
PERCENT OF YEAR: 42%									
ACCOUNT TITLE	2016 BUDGET		LINE ITEM TRANSFER	Y-T-D		Y-T-D REMAINING BUDGET		PERCENT OF BUDGET USED	
	REVENUE	EXPENSE		REVENUE	EXPENSE	REVENUE	EXPENSE	REVENUE	EXPENSE
8 ADRC FUNDING	634,578.00			0.00		634,578.00		0%	
9 MA MATCH FUNDING 42%	413,901.00			0.00		413,901.00		0%	
10 MFP-NURSING HOME FUNDING	14,200.00			0.00		14,200.00		0%	
11 SALARIES		460,606.00			135,618.27		324,987.73		29%
12 FRINGES		193,000.00			62,630.53		130,369.47		32%
13 TRAVEL / TRAINING		31,000.00			3,715.99		27,284.01		12%
14 BOARD PER DIEM / FRINGES / TRAVEL		20,000.00			3,011.05		16,988.95		15%
15 PRINTING		7,000.00			1,129.41		5,870.59		16%
16 POSTAGE		2,000.00			163.72		1,836.28		8%
17 OFFICE SUPPLIES		8,000.00			153.71		7,846.29		2%
18 TELEPHONE (includes cell phones)		9,000.00			2,465.52		6,534.48		27%
19 COMPUTER RELATED (IT) (INCLUDES BEACON)		7,000.00			607.57		6,392.43		9%
20 RENT / LEASE		17,340.00			8,170.00		9,170.00		47%
21 EQUIPMENT & MAINTENANCE		20,000.00			938.74		19,061.26		5%
22 CERTIFICATION/PROFESSIONAL DUES		600.00			250.00		350.00		42%
23 TRANSLATION SERVICES		300.00			0.00		300.00		0%
24 OUTREACH / MARKETING		5,000.00			0.00		5,000.00		0%
25 ADVERTISEMENT		5,000.00			915.00		4,085.00		18%
26 AUDIT		6,000.00			0.00		6,000.00		0%
27 LIABILITY INSURANCE		5,000.00			0.00		5,000.00		0%
28 PROFESSIONAL / CONTRACTED SERVICES		152,833.00			23,991.26		128,841.74		16%
29 AMSO / INDIRECT		113,000.00			36,465.17		76,534.83		32%
30 CAPITAL IMPROVEMENTS / CARRYOVER		0.00			0.00		0.00		0%
31 EBS		0.00			0.00		0.00		0%
32 TOTALS	1,062,679.00	1,062,679.00	0.00	0.00	280,225.94	1,062,679.00	782,453.06	0%	26%
33									
34 Pepin County is not included in this report for May.									

**CARS REPORTING BREAKDOWN**

	fed		cont		fed		cont		fed		cont		fed		cont		MFP - NH Relocation		
	560081	560082	560085	560087	560088	560091	560092	560095	560071	560072	560074	560075	560061	560062	560063				
January	5696.87	5696.87	34.57	7579.31	7579.31	1453.06	1453.06	2229.30	0.00	0.00	0.00	0.00	79.30	79.30	27.80				
February	8807.51	8807.51	0.00	15238.58	15238.58	3078.44	3078.44	2169.55	0.00	0.00	0.00	0.00	445.09	445.09	728.07				
March	9576.78	9576.78	0.00	18341.58	18341.58	3012.83	3012.83	4294.53	0.00	0.00	0.00	0.00	593.27	593.27	1135.55				
April	11041.44	11041.44	0.00	19003.94	19003.94	3266.70	3266.70	3689.43	0.00	0.00	0.00	0.00	874.69	874.69	938.01				
May	8775.76	8775.76	0.00	10808.53	10808.53	2441.39	2441.39	2481.16	0.00	0.00	0.00	0.00	805.51	805.51	656.80				
June	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
July	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
August	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
September	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
October	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
November	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
December	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Dec Final	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
	43898.36	43898.36	34.57	70971.94	70971.94	13252.42	13252.42	14863.97	0.00	0.00	0.00	0.00	2797.86	2797.86	3486.23				

**REVENUE RECEIVED BREAKDOWN**

	Fed	Contract	MFP non MA	MFP MA	total	
January	14,729	16,993	79	107	31,909	PD 4/2016
February	27,125	29,294	445	1173	58,037	PD 6/2016
March	30,931	35,226	593	1729	68,479	PD 6/2016
April	33,312	37,002	875	1813	73,001	
May	22,026	24,507	806	1462	48,800	
June	0	0	0	0	0	
July	0	0	0	0	0	
August	0	0	0	0	0	
September	0	0	0	0	0	
October	0	0	0	0	0	
November	0	0	0	0	0	
December	0	0	0	0	0	
December final	0	0	0	0	0	
	128,123	143,021	2,798	6,284	280,226	

46.43%  
48.08%  
46.75%  
47.38%  
47.33%  
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Percentage MA Collected

47.25%

CARS cost breakdown TOTAL

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**AGING AND DISABILITY RESOURCE CENTER OF  
BUFFALO, CLARK AND PEPIN COUNTIES**

**GOVERNING BOARD BY-LAWS**

**ARTICLE I – NAME**

The name of the Governing Board shall be called the Aging and Disability Resource Center (ADRC) of Buffalo, Clark and Pepin Counties Governing Board. It will be referred to as the Governing Board henceforth in this document.

**ARTICLE II – PURPOSE**

The Governing Board shall be accountable for the oversight of the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties. The Governing Board shall provide reports and recommendations to the fiscal agent, Buffalo County, with copies to Pepin and Clark Counties. The ADRC contract with the State shall be held by Buffalo County and the ADRC Board shall provide them with review, advice and recommendations concerning the administration of ADRC services.

**ARTICLE III – DUTIES AND POWERS**

The powers and duties of the Governing Board shall be exercised and performed in conformity with the laws, ordinances and resolutions of Buffalo, Clark and Pepin Counties. Duties of the Governing Board shall include the following:

- Develop a mission statement for the ADRC.
- Determine the appropriate structure, terms of office, policies, and procedures.
- Oversee the on-going operations of the ADRC, including annual review of inter-agency agreements.
- Assure input from consumers, service providers, managed care organizations and local constituents in the policies, procedures and goals of the resource center.
- Identify potential new community resources and funding to serve the target populations.
- Provide financial oversight, including developing a budget and monitoring expenditures.
- Ensure that the terms of the contract are fulfilled.
- Provide a recommendation when the selection of an ADRC Director is made.
- Recommend strategies for building local capacity to serve target populations to elected officials, the regional advisory committee, and the Department as appropriate.
- Identify the unmet needs of the target populations.
- Serve as a grievance committee as an option for resolving ADRC concerns.
- Be responsible to designate members to participate in the Regional Long-Term Care Council.

## **ARTICLE IV – GOVERNING BOARD COMPOSITION**

### **Section I - Composition:**

The Aging and Disability Resource Center (ADRC) of Buffalo, Clark and Pepin Counties shall be governed by the ADRC Governing Board on behalf of the fiscal agent, Buffalo County. There are thirteen members, the majority of which must be consumer appointees.

### **Section II - County Board Appointees:**

There shall be a total of six County Board Supervisors or designees on the Governing Board. Two County Board appointees shall be appointed by each County Board in April or May of even numbered years, no earlier than the third Tuesday of April. County Board appointees shall serve a two-year term consistent with County Board elections. In the event of a mid-term County Board appointee vacancy that County Board Chair shall appoint a replacement to fill that term.

### **Section III - Consumer Appointees:**

Seven Governing Board appointees will be consumers of services, family members or guardians of adults from one of the following target groups:

- Four (4) appointees shall represent the older persons (age 60 and above).
- One (1) appointee shall represent the adult persons with physical disabilities.
- Two (2) appointees shall represent the adult persons with developmental disabilities.

Composition of consumer appointees shall strive to represent the ethnic, economic and geographic diversity of Buffalo, Clark and Pepin Counties. Consumer appointee terms shall be staggered so that only 1/3 of the consumer terms begin or end in the same year.

Consumer appointees shall be appointed for a three-year term. Consumer appointees shall serve no more than two consecutive full terms. Consumer appointee terms shall begin on the third Tuesday in April.

To fill consumer appointee vacancies, the ADRC Governing Board shall recruit applicants, review applications and make appointment recommendations. In order to maintain the target group representation composition referenced above replacement to fill a consumer appointee position shall meet the same target group representation criteria of the replaced appointee. The Governing Board recommendations for consumer appointees shall be submitted to the Buffalo County Chairperson/designee who shall make the appointments. Any appointment to fill a mid-term vacancy shall not have that first partial term count against the new appointee's two full term limit.

#### **Section IV – Absences:**

Board members who are unable to make an upcoming Governing Board meeting are to inform the ADRC Director or the ADRC Board Chairman. Any member that has 50% or more unexcused absences in a twelve (12) month period from regular Governing Board meetings shall resign his/her position on the Governing Board. An unexcused absence means that the absentee did not notify the ADRC Director or the ADRC Board Chairman that he/she would be unable to attend the meeting.

#### **Section V – Training**

All Governing Board members shall receive an orientation and other appropriate education and training.

### **ARTICLE V – OFFICERS**

#### **Section I Officers**

The Officers shall consist of a Chairperson, First Vice-Chairperson and Second Vice-Chairperson.

#### **Section II Election**

The Officers shall be elected each year during the second quarter by the majority vote of the members present. If the election of Officers is not held at such meeting, the election shall be held as soon thereafter as possible. Each Officer shall hold his/her office until his/her successor has been duly elected.

#### **Section III Term of Office**

The Officers shall be elected for a term of one (1) year. Currently elected Officers may be re-elected.

#### **Section IV Chairperson**

The Chairperson shall be the principal Executive Officer of the Governing Board and shall preside over all Governing Board business. The Chairperson shall appoint all subcommittees, subject to approval by the Governing Board and perform such duties, as may be incidental to the office or which shall be required of the Chairperson at meetings or by the Governing Board. The Chairperson shall sign all resolutions and any other documents of any kind requiring a signature on behalf of the Governing Board.

### **Section V First Vice-Chairperson**

In the absence of the Chairperson, the First Vice-Chairperson shall perform all the duties of the Chairperson and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The First Vice-Chairperson shall perform other duties that may be assigned to him/her by the Chairperson of the Governing Board. If both Chairperson and Vice-Chairperson are absent, the Second Vice-Chairperson will chair the meeting.

### **Section VI Second Vice-Chairperson**

In the absence of the Chairperson and the First Vice-Chairperson, the Second Vice-Chairperson shall perform all the duties of the Chairperson and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Second Vice-Chairperson shall perform other duties that may be assigned to him/her by the Chairperson of the Governing Board.

### **Section VII Vacancies**

A vacancy in any office because of death, resignation, removal, disqualifications or otherwise, may be filled for the existing portion of the term by appointment by the Chairperson. The appointment shall be an existing Governing Board member.

## **ARTICLE VI – MEETINGS**

### **Section I Meeting Place**

The meeting place of the Governing Board shall be determined by the Governing Board. The ADRC management staff will provide a recording secretary.

### **Section II Annual Meeting**

An annual meeting shall be held each year in the second quarter of the year, after the third Tuesday in April, for the purpose of electing officers and transacting other business as may come before the Governing Board.

### **Section III Regular Meetings**

Regular meetings of the Governing Board shall be held at least quarterly, or more frequently if necessary, on a date selected by the Governing Board or as directed by the Chair.

### **Section IV Quorum and Voting Rights**

- A. A majority of the Governing Board appointees shall be required to constitute a quorum for the transaction of business at any meeting of the Governing Board.
- B. An appointee shall abstain from voting on any issue directly affecting the interest of an organization or agency in which they would personally benefit.

### **Section V Manner of Acting**

The act of a majority of the Governing Board appointees present at a meeting at which a quorum is present shall be the act of the Governing Board, unless the act of a greater number is required by law or by these By-Laws. The Governing Board shall not engage in proxy voting.

### **Section VI Payment of Per Diem to Governing Board Members**

The payment of per diem and travel expenses will be governed by the lead agency policy on per diem and travel expenses. Payments for Governing Board related expenses will be paid out of the ADRC Budget.

### **Section VII Posting of Public Meetings**

Each county partner will ensure that public posting requirements are met within its county for Governing Board meetings.

## **ARTICLE VII – FISCAL YEAR**

The fiscal year of the Governing Board shall begin on the first day of January and end on the last day of December.

## **Article VIII-MA FUNDING GENERATED**

Money generated from MA reporting that is above the budgeted amount will follow state ADRC policy.

## **ARTICLE IX – ANNUAL REVIEW OF BY-LAWS**

These By-Laws shall be reviewed annually by the Governing Board to identify any areas in need of amendment.

## **ARTICLE XX – AMENDMENTS TO BY-LAWS**

The Governing Board, if at least a ten (10) day notice is given to each member, may recommend that these By-Laws be altered, amended, repealed or created, by a 2/3 majority vote of all board members.

**Aging and Disability Resource Center  
Of**

**Buffalo, Clark and Pepin Counties**

Toll Free: 1-866-578-2372

[ADRC-BCP@buffalocounty.com](mailto:ADRC-BCP@buffalocounty.com)

**Lola Longhore, Director: 1-608-685-6324**

**May 2016**

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**ADRC of Buffalo, Clark and Pepin Counties Governing Board Members**

1. Freida Rollins, N4327 CTH W, Granton, WI 54456 (715) 238-7337
2. Jane Whiteside N2969 West Bluff S., Stockholm, WI 64769 (715) 448-3507
3. Craig Brooks 1402 South River Rd. Buffalo City, WI 54622 (507) 459-0237
4. Darlene Bucheger 211 Rustic Lane, Greenwood, WI 54437 (715) 267-6330
5. Dennis Bucheger 211 Rustic Lane, Greenwood, WI 54437 (715) 267-6330
6. Arlene Kodl W10368 Center Road, Thorp, WI 54771 (715) 669-3442
7. Elizabeth Schwab 450 W. 24<sup>th</sup> St., Buffalo City, WI (507) 459-8091
8. Ron Schutz 1775 N. Herman, Buffalo City, WI (608) 248-2983
9. Lou Anne Roby W473 US Hwy 10, Mondovi, WI (715) 926-5533
10. Bill Ingram N7317 Cty Rd C, Durand, WI (715) 579-9871
11. Dorothy Thompson 304 1<sup>st</sup> Street, Pepin, WI (715)442-4009
12. Pamela Ingram N7317 Cty Rd C, Durand, WI (715) 577-8288
13. Nathan Nelson 223 Oak St., Mondovi, Wi (715)495-4745

**Buffalo County**

407 South Second St., P.O. Box 517  
Alma, WI 54610  
1-608-685-6307

**Clark County**

517 Court Street, Room 202  
Neillsville, WI 54456  
1-715-743-5166

**Pepin County**

740 7<sup>th</sup> Ave. West, P.O. Box 39  
Durand, WI 54736  
1-715-672-8945

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into on this first day of January, 2009, by and between Buffalo County, a Wisconsin municipality authorized to enter into this contract pursuant to Wis. Statutes Chaps. 59 and 66, et seq, Clark County, a Wisconsin municipality authorized to enter into this contract pursuant to Wis. Chaps. 59 and 66, et seq.

This Agreement is authorized by Resolutions by Buffalo County Board Resolution #07-05-03 and Clark County Board Resolution 14-6-07

1. Creation of ADRC. Upon execution of this Agreement, Buffalo County and Clark County agree to establish, manage and operate the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties as an ADRC, as the term is determined in Wis. Stat 46.283, pursuant to the terms and conditions set forth herein. The parties understand and agree that both Clark and Buffalo shall be responsible to one another in the provision of the ADRC services and for meeting the specifications set forth in this Agreement, including exhibits attached hereto.

The parties hereto agree that the Aging and Disability Resources Center of Buffalo, Clark and Pepin Counties shall create a 12 member Governing board comprised of resident stakeholders from each participating county and county board members, or their designee from each participating county.

2. Responsibilities of Clark County. Clark County agrees to provide ADRC services consistent with, and pursuant to, the requirements set forth in Exhibit I attached hereto. Clark County understands that the specifications set forth in Exhibits I represent the contract between Buffalo County and the State of Wisconsin, Department of Health Services. The parties understand and agree that Buffalo County may modify the requirements set forth in Exhibit I from time to time and that unless such modifications materially impact Clark County's duties under this Agreement, Buffalo County may unilaterally make such modifications. The parties understand and agree that each county shall provide ADRC staff as outlined in the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties application.

In addition to the responsibilities and specifications described in Exhibit I, Buffalo County agrees to strictly comply with the Enrollment Plan submitted in accordance with Exhibit I and other policies and procedures developed collaboratively by Buffalo and Clark Counties. The parties understand and agree that Buffalo County may modify the Enrollment Plan and other policies and procedures from time to time and unless such modifications materially impact Clark County, Buffalo County may unilaterally make such modifications.

Clark County agrees to protect, defend, indemnify and hold Buffalo County and its officers, employee's and agents harmless (including reasonable attorney fees) from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of Clark County, negligent or otherwise, and its respective employees, officers, agents or independent contractors.

3. Responsibilities of Buffalo County. Buffalo County agrees to provide ADRC services consistent with, and pursuant to, the specifications and requirements set forth in Exhibit I attached hereto. Buffalo County understands that the specifications set forth in Exhibit I represent the contract between Buffalo County and the State of Wisconsin, Department of Health and Family Services. Buffalo County understands and agrees that the responsibilities described in Exhibit I shall be construed in conjunction and consistent with the specifications set forth in Exhibit I, which is the contract between Buffalo County and the State of Wisconsin, Department of Health Services. The parties understand and agree that Buffalo County may modify the specifications set forth in Exhibit I from time to time and that unless such modifications materially impact Clark County under this Agreement, Buffalo County may unilaterally make such modifications. The parties understand and agree that each county shall provide ADRC staff as outlined in the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties application.

In addition to the responsibilities and specifications described in exhibits I and other policies and procedures developed collaboratively by Buffalo and Clark County. The parties understand and agree that Buffalo County may modify the Enrollment Plan and other policies and procedures from time to time and that unless such modifications materially impact Buffalo and Clark Counties may unilaterally make such modifications.

Buffalo County agrees to protect, defend, indemnify and hold Pepin County and its officers, employee's and agents harmless (including reasonable attorney fees) from and against any and all losses, penalties,

damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of Buffalo County, negligent or otherwise, and its respective employees, officers, agents or independent contractors.

4. Cost-Sharing. The parties hereto agree to a cost-sharing mechanism as follows: annually a budget for the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties will be jointly determined and approved by each participating county. On or before September 1, of each year during the term of this Agreement, the parties agree to meet and confer concerning any significant amendments to Exhibit I, including but not limited to the cost-sharing mechanism to be used in the following calendar year. To implement a significant change in the cost-sharing mechanism the ADRC management team may make a recommendation to the ADRC Governing Board and to Buffalo County Finance Committee.

Should actual costs exceed the predetermined budget, exceptional payments may be provided, if adequate State and Federal resources are available to cover these costs. Each county participating in the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties is responsible to maintain records to account for submitted cost claims resulting from compliance with Exhibit I.

5. Term and Termination. This Agreement shall be effective as the date first written above and shall continue until the end of the initial contract between Buffalo County and the State of Wisconsin, Department of Health and Family Services, for the Aging and Disability Resource Center of Buffalo, Clark and Pepin Counties. This Agreement shall automatically renew for successive one-year terms, unless a party removes itself from this Agreement in the manner set forth herein. Clark County may terminate this Agreement for cause, defined as a material breach of this Agreement, provided the non-breaching party has given the alleged breaching party notice, as provided herein, of the alleged breach and a 60 day opportunity to cure such breach. In the event of termination for cause, the effective date of termination shall be 60 days from the notice of breach, unless the breaching party has sufficiently cured such breach.

Buffalo County may terminate this Agreement without cause by providing all other parties with written notice, of its intent to terminate the Agreement and delivering such written notice in the manner provided herein not less than 180 days prior to the effective date of the termination. Buffalo County may terminate this Agreement for cause, defined as a material breach of this Agreement, providing the non-breaching party has given the alleged breaching party notice, as provided herein, of the alleged breach and a 60 day opportunity to cure such breach. In the event of

termination for cause, the effective date of termination shall be 60 days from the date of the notice of breach, unless the breaching party has sufficiently cured such breach.

Further, a participating county may withdraw from this Agreement at the end of the contract year by indicating in writing intent not to renew this Agreement at least 120 days prior to the end of the contract year.

Nothing herein shall be construed as limiting a party's ability to cure a breach, or take other corrective action, in the event that such action is required before expiration of the cure period set forth herein. In all such cases, the party curing the breach, or taking other corrective action, shall be entitled to an appropriate remedy from the party responsible for the breach or other corrective action.

All equipment purchased with ADRC funding is designated as possessions of the ADRC of Buffalo, Clark and Pepin Counties and will be listed on this entity's equipment inventory list. Any party that removes itself from this Agreement relinquishes any claim for equipment owned by the ADRC of Buffalo, Clark and Pepin Counties

6. Dispute Resolution. In the event of a dispute concerning the terms of this Agreement, the parties agree to not take legal action against one another until they have proceeded through the dispute resolution process set forth herein. The ADRC of Buffalo, Clark and Pepin Counties share a commitment to resolve any conflict between any of the three counties at the time that it arises to assist in the immediate mediation of the conflict if at all possible. Thus, the below outline describes the steps that will be followed by any member of the three counties that has a conflict with any member or decision that occurs involving the ADRC of Buffalo, Clark and Pepin Counties.
  - The individual/s that have the perceived conflict will set a meeting to discuss the conflict in person in attempt to resolve the conflict.
  - If the meeting does not resolve the conflict the individual/s will request a meeting involving the ADRC Director, their direct supervisor/s of the counties involved and the individuals that are experiencing the conflict.
  - If the second meeting involving the above parties does not come to a mediation of the conflict the third step will be to have a mediation meeting with the individual/s experiencing the conflict, their direct supervisor's, the ADRC Director, and a County Board Member from each county that is a member of the ADRC Governing Board. These parties will review the issues and attempt to come to a resolution.

7. Governing Law and Venue. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Any claim or suit relating to this Agreement shall be venued in the circuit court in Buffalo County if both parties waive the defense of forum *non conveniens*.
8. Notices. All notices, demands, and communications provided for herein or made hereunder shall be personally delivered or mailed first class with postage prepaid, addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

If to Buffalo County:  
Paula R. Stansbury, Director  
Buffalo County DHHS  
407 S. Second Street  
P.O. Box 517  
Alma, WI 54610

If to Clark County:  
Jane Schmitz  
Executive Director  
Clark County  
W4266 St. Hwy 29  
Owen, WI 54460  
715-2172

If to Pepin County:  
Phil Wicktor  
Director  
Pepin County Department of Human Services  
740 Seventh Avenue W  
P.O. Box 39  
Durand, WI 54736  
715-672-8941

9. Statements and Reports. In addition to the reporting required in Exhibit I, as applicable, the parties agree to provide one another with additional reports relating to the operations of the ADRC, as may be reasonably requested from time to time.
10. Amendment. This Agreement may be amended at any time by mutual consent of both parties. Amendments shall be in writing and shall become effective only after execution by duly authorized representative of the parties.

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

12. No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement does not create in person, other than a party, and is not intended to create by implication or otherwise, any indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights under this Agreement, and/or any other right or benefit.

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

On Behalf of Buffalo County:

On Behalf of Clark County:

BY: \_\_\_\_\_

\_\_\_\_\_

Title: BCDHHS Director

Clark County Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_