

County Clerk's Office

January 22, 2013

The meeting of the Kewaunee County Board of Supervisors was called to order by Chairman Robert A. Weidner at 6:00 PM.

The Pledge of Allegiance was recited.

Roll Call: Supervisors Abrahamson, Barlow, Cravillion, Dax, Delebrea, Garfinkel, Heidmann, Heuer, Hutter, Kirchman, Mayer, Paider, Paplham, Reckelberg, Shillin, Sinkula, Swoboda, Wagner and Weidner were (19) present. Supervisor Koenig was excused.

Supervisors Paplham moved and Reckelberg seconded to approve the County Board Agenda. Motion carried.

PRESENTATION

Bill Kelsey, Director of Human Services, thanked Julie Janicsek for her many years of service with the county. Bill Kelsey also thanked the County Board for his employment and will be available throughout the transition.

REPORT

Bay Area Workforce Development – Jim Golembeski
Kewaunee County Administrator – Edward J. Dorner

Committee Reports:

Highway/Solid Waste Committee - Supervisor Heidmann
University Extension & Zoning Committee - Supervisor Mayer
Land & Water Conservation Committee – Supervisor Paplham
Law Enforcement & Emergency Management Committee – Supervisor Hutter
Finance & Public Property Committee - Supervisor Wagner
Human Services Committee - Supervisor Sinkula
Promotion & Recreation Committee - Supervisor Barlow

Communications:

None

Citizens Input:

John Mastalir spoke regarding the Landfill

First Reading of Ordinances:

None

Consideration of Bills for January:

UNIVERSITY EXTENSION & ZONING ACCOUNTS

ACCOUNT TOTAL: \$6,794.98

LAND & WATER CONSERVATION ACCOUNTS

ACCOUNT TOTAL: \$122,112.79

FINANCE & PUBLIC PROPERTY ACCOUNTS

ACCOUNT TOTAL: \$4,870,894.91

HEALTH, CHILD SUPPORT & VETERAN SERVICE ACCOUNTS

ACCOUNT TOTAL: \$2,404.78

LAW ENFORCEMENT & EMERGENCY MANAGEMENT ACCOUNTS

ACCOUNT TOTAL: \$115,061.92

PROMOTION & RECREATION ACCOUNTS

ACCOUNT TOTAL: \$223,549.70

HUMAN SERVICES ACCOUNTS

ACCOUNT TOTAL: \$485,021.63

HIGHWAY/SOLID WASTE MANAGEMENT ACCOUNTS

ACCOUNT TOTAL: \$366,904.38

Supervisors Sinkula moved and Wagner seconded for approval of the bills. Motion carried.

The Board recessed at 7:03 PM and reconvened at 7:18 PM.

A vote was taken as to whether the Supervisors would prefer to receive their County Board Packets by mail or electronically. Roll call vote: 10 ayes to receive it by mail (Supervisors Cravillion, Delebrea, Hutter, Kirchman, Paider, Paplham, Reckelberg, Shillin, Swoboda and Weidner, 9 nays to receive it electronically (Supervisors Abrahamson, Barlow, Dax, Garfinkel, Heidmann, Heuer, Mayer, Sinkula and Wagner. Motion carried.

RESOLUTION NO. 30-1-13

RESOLUTION APPROVING LAND INFORMATION OFFICE FEE SCHEDULE

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, pursuant to Wis. Stat. §66.0628 any fee imposed by a county shall bear a reasonable relationship to the service for which the fee is imposed; and

WHEREAS, the Land Information Office has contracted with various professionals to obtain valuable data for Kewaunee County; and

WHEREAS, the Kewaunee County Finance and Public Property Committee has considered and hereby recommends the following fees to obtain data from the Land Information Office:

Tax Parcel Layer with basic attributes:	\$100
Tax Parcel Layer with assessment & property tax attributes:	\$200
Kewaunee County Assessment & Property Tax database:	\$100
Orthophotography:	\$200
Boundary Layers Geodatabase:	\$50
Natural Resources Layers Geodatabase:	\$50
LIDAR Data (per township):	\$100

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of January, 2013, that the Board finds the proposed fees reasonable and hereby approves the same.

BE IT FURTHER RESOLVED, the Land Information Office data fee schedule is effective February 1, 2013.

Respectfully submitted,
 Finance and Public Property Committee
 JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

Supervisors Heuer moved and Paplham seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 31-1-13

APPROVING TRANSFER OF NON-BUDGETED FUNDS

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, The Finance and Public Property Committee considered three proposals to replace the catch fence at the Kewaunee County Fairgrounds, to-wit:

Bayland Fence of Denmark, Wisconsin:	\$33,086.68
Fortress Fence of Green Bay, Wisconsin:	\$51,748.00
Whirl Wind Fence of Appleton, Wisconsin:	\$55,219.33

WHEREAS, the Finance and Public Property Committee recommends awarding the contract to Fortress Fence as the lowest bid in compliance with the bid specifications; and

WHEREAS, the Finance and Public Property Committee recommends using the General Fund to pay the contract price.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of January 2013, that the Board awards Fortress Fence the contract to rebuild the catch fence at the Fairgrounds with the lowest bid in compliance with the bid specifications; and

BE IT FURTHER RESOLVED, the \$51,748.00 contract price shall be paid from the General Fund; and

BE IT FURTHER RESOLVED, within 10 days the County Clerk file a Class 1 notice of this transfer of non-budgeted funds.

FISCAL IMPACT STATEMENT: \$51,748.00 from the General Fund

Respectfully submitted,
 Finance and Public Property Committee
 JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

Supervisors Garfinkel moved and Delebreaux seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 32-1-13

**TAX DEED SALE
PARCEL NO. 31 201 A&S 41
503 Mill Street, City of Algoma**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, Kewaunee County advertised for sealed bids for the sale of the real property known as Parcel No. 31 201 A&S 41, located at 503 Mill Street, City of Algoma, which was acquired by tax deed; and

WHEREAS, Joe Theys, submitted the highest bid at \$4,501.00; and

WHEREAS, the Finance & Public Property Committee considered and hereby recommends awarding the sale to Joe Theys.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of January, 2013, that the Board hereby awards Joe Theys, the property known as Parcel No. 31 201 A&S 41, located at 503 Mill Street, City of Algoma for the sum of \$4,501.00; and

BE IT FURTHER RESOLVED, the Corporation Counsel shall draft the necessary documents and make closing arrangements with Joe Theys; and

BE IT FURTHER RESOLVED, the County Clerk shall sign a quit claim deed and any other closing documents necessary to convey the above-mentioned property from Kewaunee County to Joe Theys; and

BE IT FURTHER RESOLVED, the County Treasurer shall disperse the proceeds of the sale as provided by law.

Respectfully submitted,
Finance and Public Property Committee
JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

FISCAL IMPACT STATEMENT:	
Delinquent Tax Write-off: *\$	7,947.75
Sale price of:	<u>\$ 4,501.00</u>
TOTAL LOSS:	\$ 3,446.75
*Does not include interest and penalties.	

Supervisors Heidmann moved and Wagner seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 33-1-13

A RESOLUTION APPROVING DEVELOPMENT OF RECREATIONAL BOATING FACILITIES

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, the existing asphalt approach to the boarding ramp at Shea's Lake is in a poor and dilapidated condition and in need of replacement; and

WHEREAS, Kewaunee County hereby requests assistance from the Wisconsin Waterways Commission for the purpose of developing a recreational boating facility at Shea's Lake; and

WHEREAS, The Kewaunee County Promotions and Recreation Department has collected sufficient donations at five county boat landings to match the allocation from the Wisconsin Waterways Commission for the project.

NOW, THEREFORE, BE IT RESOLVED, that the Kewaunee County Board of Supervisors, duly assembled this 22nd day of January, 2013, that the Board authorizes the expenditure of the donated funds and the funds to be received from the Wisconsin Waterways Commission, for the development of a recreational boating facility at Shea's Lake; and

BE IT FURTHER RESOLVED, the Kewaunee County Promotion and Recreation Director is authorized to act on behalf of Kewaunee County to: 1) Submit an application to the Wisconsin Waterways Commission for financial assistance; 2) Sign documents on behalf of Kewaunee County necessary to complete this project; and 3) Take necessary action to undertake, direct, and complete the approved project; and

BE IT FURTHER RESOLVED, Kewaunee County will comply will state and federal rules for the program; will maintain the completed project in an attractive, inviting and safe manner; will keep facilities open to the public during reasonable hours consistent with the type of facility; and will obtain written authorization from the Wisconsin Waterways Commission before any charge is made in the use of the project site.

Respectfully submitted,

Promotion & Recreation Committee

JAMES BARLOW, DENNIS CRAVILLION, BOB GARFINKEL, BRUCE HEIDMANN, LARRY KIRCHMAN

FISCAL IMPACT STATEMENT:

The cost for repairing the asphalt approach area is \$7,600. This project will be funded approximately 50% from grants and the other 50% from boat launch donations.

Supervisors Barlow moved and Paider seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 34-1-13

**RESOLUTION APPROVING POLICIES & PROCEDURES
FOR THE PUBLIC HEALTH DEPARTMENT**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Board of Health for Kewaunee County has reviewed and hereby recommends approving the attached policies and procedures for Childhood Lead Poisoning, Pediculosis, Vaccine Storage and Handling, Human Health Hazard, and Communicable Disease.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of January, 2013, that the Board hereby approves the attached policies and procedures.

Respectfully Submitted,

Board of Health

DONALD DELEBREAU, RON HEUER, LEVERLE KOENIG, GRODON RECKELBERG, KAYE SHILLIN

Communicable Disease Investigation and Control

Policy

The Kewaunee County Public Health Department will provide communicable disease surveillance, prevention, control and investigation as specified in the Wisconsin Division of Public Health (WI DPH) EPINET Manual, Wisconsin Electronic Disease Surveillance System (WEDSS), the Control of Communicable Diseases Manual and State Statute 252. Additional recommendations issued by WI DPH regarding specific diseases will be incorporated into follow-up protocols as directed. Coordination of communicable disease services will be done by the Public Health Director or Nurse.

Communicable diseases will be reported from providers and laboratories according to WI Stats. 252.05. Reports may be written on the report form, verbal or by electronic submission through WEDSS. Reporting of a Category I Disease by a provider requires an immediate phone call.

State Lab of Hygiene fee exempt services will be utilized whenever necessary to facilitate epidemiological investigation. Epidemiologists from the WI DPH will be consulted as needed.

Procedure

1. Written communicable disease reports will be opened and dated by the Public Health Secretary
2. The Public Health Secretary will forward the report to the Director.
3. The Director will assign and continue the routing process:
 - Attach specific disease report forms (according to the EPINET manual or WEDSS)
 - Assign the report to the Public Health Nurse or complete investigation.
4. Public Health Director or Nurse will:
 - Review on a daily basis any electronically reported diseases in WEDSS and investigate as necessary.
 - Report Category I diseases to WI DPH.
 - Consult with state epidemiologist or other Division of Public Health staff whenever unusual diseases or clusters of a disease are reported or to answer questions.
 - Enter information from a written report into WEDSS.
 - Complete investigation/education (including any needed lab specimen collecting)
 - The PHN will alert the Director if there is an unusual number of a particular disease in a short time frame.
 - Local health officers shall implement the methods of control set out in for each reportable communicable disease as outlined in WI Statute 252 and Chapter DHS 145 unless specified otherwise by the state epidemiologist.

- Complete required report form(s) and agency documentation in WEDSS.
- PHN will inform director when investigation is completed as necessary to send completed report to state.
- Director will submit the disease electronically to the state in WEDSS.
- Disease surveillance will be monitored as necessary by the Public Health Director and disease numbers will be tallied for the monthly report.

5. To facilitate completion of investigations in a timely fashion, the following guidelines are recommended:

- Attempt contact by phone 2-3 times on different dates (consider calling at work if not able to reach).
- If unable to contact by phone, send a letter requesting a follow-up call to Director or PHN.
- If there is no response to the letter then a registered letter will be sent.
- Close out case and set to appropriate process status.

Approved by:

_____	_____
Director, Public Health Department	Date
_____	_____
County Administrator	Date
_____	_____
Chairman, Board of Health	Date
_____	_____
Chairman, County Board	Date

Childhood Lead Poisoning Prevention

Policy

Kewaunee County Public Health Department childhood lead poisoning prevention program will assure availability and access to blood lead testing for at risk children and pregnant women. Follow-up will be completed as directed by the current Wisconsin Childhood Lead Poisoning Prevention Program (WCLPPP).

Procedure

- 1 Children between the ages of 6 months and 6 years can be tested for lead poisoning. Emphasis will be placed on children who are 12 months old and 24 months old and enrolled in WIC and/or Medicaid.
- 2 Test results that come back <5 µg/100 ml will be communicated to the parent(s)/guardian as "acceptable". Results of lead testing done which are >= 5 µg/100 ml, capillary or venous, will be forwarded to the child's physician with parental/guardian consent.
- 3 Individuals with results of 5 µg/100 ml to 9 µg/100 ml will be referred to the provider for a venous confirmation. As resources allow, early intervention services to the family will be provided.
- 4 Individuals with a blood lead level result of 10 through 14 µg/100 ml should verified with a venous blood lead level and should have a venous blood lead level tested every 3 months until 2 results <10 µg/100 ml are obtained. Education regarding lead poisoning prevention will be provided to the parent(s)/guardian by the public health nurse. Physicians will also be notified of test results.
- 5 Test results >=15 µg/100 ml should be verified by a venous blood level. Testing should be done every 3 months until 2 results <10 µg/100 ml are obtained. A home visit will be offered by the public health nurse to provide education. These clients will be referred to the public health nutritionist for dietary counseling. Physicians will also be notified of testing results and recommendation for venous confirmation.
- 6 A home inspection shall be done for results >=20 µg/100 ml per venous sample. A home inspection will be completed by an individual state certified in Lead Hazard Reduction and Investigation. They will attempt to identify the source of lead exposure. Follow-up will be done according to state statute.

Approved by:

_____	_____
Director, Public Health Department	Date
_____	_____
County Administrator	Date
_____	_____
Chairman, Board of Health	Date
_____	_____
Chairman, County Board of Supervisors	Date

Human Health Hazard Policy

Policy

It shall be the policy of the Kewaunee County Public Health Department to adopt Wisconsin Statute 254.59 **Human Health Hazards**. All agency staff shall follow the guidelines identified in these statutes when a complaint is received regarding a human health hazard.

Procedure

1. The support staff will refer any human health hazard complaint call to the health officer or designee. The health officer or designee will determine if follow up is necessary and will use Wisconsin Statute 254.59 when follow up is necessary.
NOTE: If the person making the referral refuses to identify him/herself, the person will be informed that there will not be a health hazard investigation. The person making the referral will remain anonymous however, if the property owner refuses to allow the Health Officer or designee to conduct an inspection, the caller will be identified on the search warrant.
2. A detailed description of the complaint/potential health hazard shall be documented on the complaint form.
3. Consider involving other agencies as necessary. Referrals to other agencies should be considered using the following guidelines, which are not all-inclusive:
 - Human Services – If complaint involves children and/or abuse or neglect.
 - DNR – If complaint involves surface water or groundwater pollution, air pollution, or solid waste disposal.
 - Local municipality – If local municipality has ordinance regarding complaint issue.
 - Department of Ag/Trade and Consumer Protection – If complaint involves landlord/tenant issues or other inspected proprietary.
 - Sanitarian – If complaint involves restaurants, hotels, motels, campgrounds or swimming pools.
 - Zoning – If complaint involves septic or zoning violations.
4. Things to consider for potential visit:
 - Seek legal advice from Corporation Counsel.
 - Check with local municipality to determine if a joint investigation is desired.
 - Check with law enforcement to determine past responses or known incidence.
5. Determine if complaint alleges an imminent threat to health and make an unannounced visit. In other cases that are determined to be a potential health hazard, contact property owner and the occupant and obtain permission from the owner to conduct an inspection. If no potential health hazard exists, no visit will be made.
6. If necessary, proceed with on-site investigation and take photographs of the alleged violation. Consider personal safety and Law Enforcement should be notified and/or requested to be available.
7. Complete the report within 5 working days. If a health order is written, send to the owner of the property by certified mail with return receipt requested. A copy of the order shall be sent to the Corporation Counsel. The Kewaunee County Sheriff's Department may serve the order if the owner refuses or is unable to accept registered mail. Notify the owner that a health hazard exists and that it be removed or abated within 30 days. A written order of abatement must include:
 - The nature of the hazard and the steps needed to correct it
 - The time period in which the violation must be corrected.
 - Penalties that the owner will be subject to if the hazard(s) is/are not abated.
8. If an individual maintaining a human health hazard refuses to abate or remove the health hazard in a time period specified by the Health Officer, the local health officer shall immediately enter upon the property and abate or remove the human health hazard or may contract to have the work performed. The human health hazard shall be abated in a manner which is approved by the local health officer. The cost of the abatement or removal may be recovered from the person permitting the violation or may be paid by the municipal treasurer and the account, after being paid by the treasurer, shall be filed with the municipal clerk, who shall enter the amount chargeable to the property in the next tax roll in a column headed "For Abatement of a Nuisance" as a special tax on the lands upon which the human health hazard was abated, and the tax shall be collected as are other taxes.
9. Consider additional monthly extensions beyond 30 days if the owner is making a good faith effort to abate. Document all communications and take additional photographs to document the progress or lack thereof. No extensions will be granted beyond one year without significant progress occurring in the abatement process.
10. Upon abatement or removal of any human health hazard, document that all areas of the health order have been sufficiently satisfied. Send a letter to the property owner and complainant (if necessary) stating that the hazard has been removed. Complete investigation and close case.

Approved by:

Director, Public Health Department

Date

County Administrator

Date

Chairman, Board of Health

Date

Chairman, County Board

Date

Pediculosis (Lice) Policy

Policy

The Kewaunee County Public Health Department will consult with schools, daycares, churches, and other public gatherings to prevent and control outbreaks of pediculosis (lice).

Procedure

1. Public Health Nurses may be contacted by families or other health professionals in consultation for head lice control.
2. The Kewaunee County Public Health Department will provide education and training to school & daycare personnel, parents or volunteers on information pertaining to lice.
3. Families may come to the office for assessment of active infestation and education. Health education will be done with the family on lice identification, incubation period, method of spread, nit removal, treatment, environmental steps to control further spread and prevention. A log sheet will be maintained and will include the name of the child and the school/daycare that the child attends.
4. Hygienic practices will be used when nursing staff are conducting head lice checks. Adults will be instructed on how to conduct a head lice check.
5. Control recommendations will be offered following the current best practice.
6. The family may be assisted in contacting their primary physician for prescription strength shampoos/treatments.
7. Parents will be encouraged to report infestation to the child care center, school and close relatives/friends to assist in eliminating possible re-exposure after treatment.

Approved by:

Director, Public Health Department

Date

County Administrator, Edward J. Dorner

Date

Chairman, Board of Health

Date

Chairman, County Board

Date

Vaccine Storage and Handling

Policy

The Kewaunee County Health Department will maintain proper storage and handling of vaccines as per the Advisory Committee on Immunization Practices (ACIP) and the manufacturing product information.

Procedure

1. Refrigerated and frozen vaccines will be stored in one of the following units:
 - a. Stand alone freezer.
 - b. Stand alone refrigerator.
 - c. Dormitory style refrigerator (for refrigerated vaccines only) is **Not Allowed**
 - d. Combined refrigerator/freezer with separate refrigerator and freezer doors. **No food or substances other than vaccines/medication will be kept in the vaccine/medication refrigerator.**
2. Storage is monitored for controlled temperatures:
 - a. Vaccines are kept to the center of the refrigerator and stored with air space between the boxes.
 - b. No vaccines are to be stored in the doors of the refrigerator or freezer.

- c. Working certified and calibrated thermometers are placed in a central area of each refrigerator and freezer.
- d. Temperatures are taken twice a day (am/pm) and recorded on the log by the Public Health Secretary or designee.
- e. A biosafe glycol-encased probe or a similar temperature buffered probe will be used.
- f. Water bottles are placed in the refrigerator and ice packs in the freezer to help maintain temperature.
- g. Outlet and refrigerator are tagged with **DO NOT DISCONNECT** signs in English and Spanish if appropriate.
- h. Circuit Breaker is tagged with a **DO NOT DISCONNECT SIGN**.

3. Ordering Vaccines:

- a. Orders for vaccines should be for a 2 month period.
 - b. Complete orders via the Wisconsin Immunization Registry (WIR)
- (If there are questions regarding shipments, returns, etc. contact Wisconsin Immunization Program at (608)267-5148.

Vaccines will be shipped to you directly via McKesson Specialty Distribution Company

- c. When vaccines are received it is important to immediately:
 - 1. Check temperature, shelf life and condition of each package.
 - 2. Check quantities, lot numbers and expiration dates against invoice.
 - 3. Place varicella vaccine in freezer and all other vaccines in refrigerator.
 - 4. Make sure that the vaccines with the earliest expiration dates are stored in front and used first.
 - 5. Accept VFC vaccine on WIR.
 - 6. Public Health Nurse and/or Immunization Aide will be responsible for new vaccine shipments and the Public Health Secretary is the backup.
 - 7. If vaccines are spoiled, expired or lost for any reason, notify the Wisconsin Immunization Program immediately at (608) 267-5148 or through WIR.
 - 8. If there are any discrepancies between the invoice and what was actually received, call the Wisconsin Immunization Program immediately at (608) 267-5148.

4. Transport of Vaccines:

- a. The number of times vaccines are handled and transported should be minimized.
- b. If vaccine transportation to another location is required, it is critical that vaccine potency is protected by maintaining the cold chain at all times.
- c. Diluent should travel with its corresponding vaccine.
- d. If transported inside cooled containers, diluent must be refrigerated in advance and not be in direct contact with frozen or cold packs because of the potential for freezing.
- d. Monitor temperature hourly if vaccine kept in cooler during off-site clinic.

5. Procedures for vaccine relocation in the event of a power failure or mechanical difficulty:

Vaccines will be moved to Kewaunee County Sheriff's Department, 620 Juneau Street, Kewaunee, Wisconsin 54216

- a. Contact person at this site is: Jail Administrator Phone: 388-7189 or 388-7108
- b. Vaccines will be packed by Public Health Director or Public Health Nurse according to set standards as follows:
 - 1. Styrofoam carrier or insulated transport container with cold packs for refrigerated vaccines and insulated container or Styrofoam carrier with a thermometer included to monitor temperatures.
 - 2. Vaccines that must remain frozen should be heavily packed with ice packs as mentioned above with a thermometer. Track the time this vaccine was out of the freezer.
 - 3. Vaccines may also be transported in commercial transport carriers that maintain recommended storage temperatures.
- c. Vaccines will be transported by Public Health Director or Public Health Nurse for delivery to the location listed above if equipment fails or if power outage occurs.

Approved by:

Director, Public Health Department

Date

County Administrator

Date

Chairman, Board of Health

Date

Chairman, County Board of Supervisors

Date

Supervisors Heuer moved and Hutter seconded for adoption. Roll call vote: 19 ayes, 0 naves. Motion carried.

RESOLUTION NO. 35-1-13**A RESOLUTION APPROVING THE INTERCOUNTY CONSORTIUM AGREEMENT – LOCAL WORKFORCE DEVELOPMENT BOARD****TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

WHEREAS, counties may enter into contracts with each other under the authority of Wis. Stat. § 66.0301 for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and each county may act under the contract to the extent of its lawful powers and duties; and

WHEREAS, The Workforce Investment Act (hereafter “WIA”) was signed into law on August 7, 1998; and

WHEREAS, The WIA provides the framework for a national workforce preparation and employment system; and

WHEREAS, The WIA, among other things, provides for local governance by way of local workforce investment boards, in partnership with local elected officials; and

WHEREAS, Kewaunee County deems it appropriate to approve the revised Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 22nd day of January 2013, that the Board hereby approves the revised Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin, which is attached hereto and incorporated herein by reference as if fully set forth.

Respectfully submitted,
James Barlow
Supervisor - District 14

INTER-COUNTY CONSORTIUM AGREEMENT BETWEEN THE COUNTIES OF THE BAY WORKFORCE DEVELOPMENT AREA IN WISCONSIN

This Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin is made and entered into this 1st day of October, 2012 by and between the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECITALS

WHEREAS, the Congress of the United States adopted Public Law 105-220, the Workforce Investment Act (“WIA”), authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility and improve youth programs; and

WHEREAS, under Section 116 of the WIA, the Wisconsin Governor (“Governor”) has designated 11 Workforce Development Areas (“WDA”) within the State to administer the provisions of the WIA; and

WHEREAS, the WDA, designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, “Counties;” individually, “ County”) is the Bay Workforce Development Area in Wisconsin (“Bay WDA”); and

WHEREAS, the WIA, as well as Wis. Stat. § 66.0301, provides counties within a WDA with authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official (“LEO”) to enter into this Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin (“LEO Agreement”) for purposes of carrying out Section 117 of the WIA.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective LEOs, do hereby agree as follows:

AGREEMENT

SECTION I – Definitions. For purposes of this LEO Agreement, the following definitions shall apply to the following terms/acronyms:

- A. “Bay Area Counties Consortium” – shall refer to the 11 Counties of the Bay WDA that, through their respective LEOs, have constituted themselves to be a consortium per Wis. Stat. § 66.0301.
- B. “Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement” (“Joint Agreement”) – shall refer to that agreement entered into between the LEO Board and the Bay Area Workforce Development Board, pursuant to Sections 117 and 121 of the WIA, for purposes of memorializing their respective partnership obligations thereunder.
- C. “Chief Local Elected Official” (“LEO”) – shall refer to the County Executive of the Counties that have an office of County Executive under Chapter 59 of the Wisconsin Statutes and shall refer to the Board Chair of the Counties that do not have an office of County Executive thereunder.

- D. “Consortium Chief Local Elected Official” – shall refer to that LEO selected by the LEO Board per its duly enacted “Local Elected Officials By-Laws of the Consortium” (“By-Laws”) to serve as the Chair of the LEO Board under the WIA. The LEO selected hereunder must be an elected official of a County, as opposed to a non-elected Designee.
- E. “Designee” – shall refer to that individual designated by his/her LEO under applicable By-Laws to serve, in place of said LEO, as one of the eleven (11) LEO Board members; provided, that he/she is either: (1) an elected official of his/her respective County; or (2) a special non-elected representative of said LEO.
- F. “LEO Board” – shall refer to the 11-member board of commissioners appointed to act as the Bay Area Counties Consortium’s governing unit and legal representative, the membership of which shall: (1) consist of each County’s LEO or Designee; and (2) shall be maintained in accordance with the governing By-Laws, as may be amended from time to time.
- G. “Local Plan” – shall refer to the 5-year comprehensive local plan developed by the Bay Area Workforce Development Board in partnership with the LEO Board in a manner consistent with the State plan, as well as Section 118 of the WIA.
- H. “Memorandum of Understanding” – shall refer to the agreement under Section 121 of the WIA, developed by the Bay Area Workforce Development Board and approved by the LEO Board, entered into between the Bay Area Workforce Development Board and respective One-Stop Partners in regards to the Bay WDA’s One-Stop Delivery System.
- I. “One-Stop Delivery System” – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the LEO Board and the Workforce Development Board, at not less than one physical center in each WDA, the services described within Section 134 of the WIA.
- J. “Workforce Development Board” – shall refer to the entity appointed by the LEO Board under Section 117 of the WIA to provide, in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIA programs, services and activities in the Bay WDA.
- K. “Workforce Investment System” – shall refer to the Statewide system developed, with WIA funds, to provide WIA programs, services and activities through a One-Stop Delivery System.

SECTION II – Establishment of the Consortium.

- A. Pursuant to Wis. Stat. § 66.0301, the Counties of the Bay WDA – Brown, Door, Florence Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan – through their respective LEOs, do hereby constitute themselves to be the Bay Area Counties Consortium (“Consortium”) for purposes of Section 117 of the WIA.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties, so long as notice, in the manner set forth in the governing By-Laws is provided to each County in advance thereof and the petition related thereto complies with governing law.
- C. The Counties may terminate this LEO Agreement in the event that expected or actual funding from the State/Federal Governments or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Bay WDA unfeasible, effective only upon advance notice of said termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved and this LEO Agreement rescinded; provided, that consent from all of the Counties’ Boards of Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDB and the LEO Board fail to agree upon the development and/or submission of the Local Plan, created pursuant to the WIA, and/or the choice of a Grant Recipient or Sub-Grant Recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under Section 116 of the WIA, thereby terminating this LEO Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

SECTION III – Governance/Organization of the Consortium.

- A. The Consortium shall exercise those powers granted to LEOs under the WIA through its governing unit and legal representative, the LEO Board – an 11-member board of commissioners whose membership must consist of each County’s LEO or Designee and shall be maintained consistent with the governing By-Laws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its By-Laws, the LEO Board shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective Counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable By-Laws for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the By-Laws and unless stated otherwise therein, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (“CLEO”), his/her term of which shall be specified within the By-Laws, for purposes of Section 117 of the WIA; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the Administrative Entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to the WIA.
- D. Along with any other appointments set forth in the By-Laws or Joint Agreement and so long as consistent therewith, the LEO Board, subject to Governor certification under Section 117 of the WIA, shall appoint a Workforce Development Board (“WDB”) to set policy for the Workforce Investment System in the Bay WDA, the minimal composition of which must include:
 1. Representatives of business in the Bay WDA who: (a) are owners of businesses, chief executives or operating officers of businesses, and other business executives/employers with optimum policymaking or hiring authority; (b) represent businesses with employment opportunities reflective of employment opportunities in the Bay WDA; and (c) are appointed from the nominees of local business organizations and business trade associations. A majority of the WDB, as well as the Chair of the WDB, must come from this Paragraph 1 of Section III(D) of this LEO Agreement;
 2. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, if in existence), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;

3. Representatives of labor organizations (for a WDA in which employees are represented by labor organizations), nominated by local labor federations, or (for a WDA in which no employees are represented by such organizations), other representatives of employees;
4. Representatives of community-based organizations, including organizations representing the disabled and veterans, if such organizations exist;
5. Representatives of economic development agencies, including private sector economic development entities; and
6. Representatives of each of the One-Stop Operators.

If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended. The WDB duly appointed by the LEO Board, pursuant to Section 117 of the WIA, shall be known as the Bay Area Workforce Development Board (“BAWDB”).

- E. Unless specifically designated otherwise in the By-Laws or Joint Agreement and so long as said consistent therewith the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIA grant funds allocated to the Bay WDA, and shall be liable, in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the By-Laws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIA grant funds allocated to the Bay WDA. Unless and until such time that the By-Laws/Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the Bay WDA shall be the BAWDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIA grant funds.
- F. There shall be established, as a subgroup of the BAWDB, a Youth Council whose membership shall be appointed, in cooperation with the LEO Board, by the BAWDB and shall include, at a minimum, the following:
 1. Members of the BAWDB that specifically fall within one of the six (6) categories under Section III(D) of this LEO Agreement or members of the BAWDB that the LEO Board, using its discretion, appointed thereto; provided, that said members have a special interest or expertise in youth policy;
 2. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies;
 3. Representatives of local public housing authorities;
 4. Parents of eligible youth seeking assistance through the Youth Council;
 5. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities; and
 6. Representatives of the Job Corps, as appropriate.
- G. To receive funding under Section 132 of the WIA, a One-Stop Delivery System (“OSDS”) shall be established, through BAWDB designation provided that it is consistent with Sections 121 & 117 of the WIA and approved by the LEO Board, of a One-Stop Operator, that, at a minimum and in a manner consistent with Section 134 of the WIA, shall make the following programs, services and activities accessible at not less than one physical center within the Bay WDA:
 1. The core services described within Subsection (d)(2) of Section 134 of the WIA;
 2. The intensive services and training services described within Subsection (d)(3) & (4) of Section 134 of the WIA, including serving as the point of access to individual training accounts for training services to participants consistent with Subsection (d)(4)(G) of Section 134 of the WIA;
 3. If provided through funding under Section 133 of the WIA, the permissible local employment and training activities described within Subsection (e) of Section 134 of the WIA;
 4. The programs and activities to be carried out by one-stop partners in accordance with Section 121 of the WIA and more specifically described therein under Subsection (b)(1)(B) thereof; and
 5. The information described in Section 15 of the Wagner-Peyser Act and all job search, placement, recruitment, and other labor exchange services authorized thereunder.

SECTION IV – Administration of the Consortium.

As the Consortium’s governing unit, the LEO Board shall exercise ongoing oversight of BAWDB activities; maintain an ongoing relationship with the BAWDB; and work in tandem with the BAWDB for purposes of carrying out WIA programs, services and activities. However, unless provided otherwise by the WIA or herein, the details of how the LEO Board and the BAWDB will work together to accomplish the same, shall be negotiated and contained in an agreement consistent with Sections 117 & 136 of the WIA. The aforementioned agreement entered into in a manner consistent herewith is the Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively or in cooperation with the BAWDB must comply with the following WIA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under Section 116 of the WIA;
- B. In partnership with the BAWDB, the LEO Board shall develop, approve, and submit to the Governor a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as Section 118 of the WIA, including, at a minimum, the following therein:

1. An identification of: (a) the workforce investment needs of businesses, job seekers, and workers in the Bay WDA; (b) the current and projected employment opportunities in the Bay WDA; and (c) the job skills necessary to obtain such employment opportunities;
2. A description of the OSDS to be established or designated in the Bay WDA, including: (a) a description of how the BAWDB will ensure the continuous improvement of eligible One-Stop providers of services through the OSDS and ensure that said providers meet the employment needs of local employers and participants; and (b) a copy of each Memorandum of Understanding (“MOU”) concerning the operation of the OSDS in the Bay WDA;
3. A description of the local levels of performance negotiated with the Governor and LEO Board under Section 136 of the WIA;
4. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Bay WDA;
5. If applicable, a description of how the BAWDB will coordinate workforce investment activities carried out in the Bay WDA with Statewide rapid response activities;
6. A description and assessment of the type and availability of youth activities in the Bay WDA, including an identification of successful providers of said activities;
7. A description of the process used by the BAWDB, consistent with Subsection (c) of Section 118 of the WIA, to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the Local Plan, prior to submission;
8. An identification of the entity responsible for the disbursement of WIA grant funds;
9. A description of the competitive process to be used to award the grants and contracts in the Bay WDA for activities carried out under the Workforce Investment System; and
10. Such other information as deemed necessary by the Governor.

The Local Plan developed, approved and submitted to the Governor for approval under Section 118 of the WIA, the approval of which was duly obtained thereunder, is the Bay Area Workforce Development Board WIA Local Plan 2011 (“Local Plan”).

- C. The LEO Board shall review and approve the budget developed by the BAWDB for the purpose of carrying out its duties as a WDB in accordance with Section 117 of the WIA (“Budget”).
- D. In cooperation with the BAWDB, the LEO Board, as Grant Recipient shall disburse funds, pursuant to Section 117 of the WIA, for workforce investment activities at the direction of the BAWDB; provided, that said direction does not violate any provision of the WIA.
- E. Consistent with Subsection (d) of Section 121 of the WIA, the LEO Board shall approve the BAWDB’s designation or certification of One-Stop Operators that, at a minimum, were designated/certified: (a) through a competitive process; or (b) in accordance with the duly enacted By-Laws and/or Joint Agreement, as may be amended from time to time, so long as said documents, including any other documents duly enacted hereunder, provides for the inclusion of at least three (3) of the One-Stop Partners described within Subsection (b)(1) of Section 121 of the WIA. In addition, the LEO Board shall approve any request by the BAWDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the BAWDB, as well as any of its staff members employed under Section 117 of the Act, shall not serve as the One-Stop Operator for the Bay WDA.
- G. Consistent with Subsection (c) of Section 121 of the WIA, the LEO Board shall review and approve any Memorandum of Understanding (“MOU”) entered into between the BAWDB and the One Stop Partners concerning the operation of the OSDS within the Bay WDA, the MOU of which, at a minimum, consist of the following provisions:
 1. The services to be provided through the OSDS;
 2. How the costs of such services and operating costs of the OSDS will be funded;
 3. The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities; and
 4. The duration of the MOU and the procedures for amending the same during the term thereof.
- H. The LEO Board shall work with the BAWDB to conduct the oversight mandated by Subsection (d)(4) of Section 117 of the WIA with respect to local programs of youth activities authorized under Section 129 of the WIA, local employment and training activities authorized under Section 134 of the WIA, and the OSDS within the Bay WDA, consistent with the WIA, as well as the By-Laws and Joint Agreement entered into thereunder.

SECTION V - Fiscal Management; Liability; Misuse of Grant Funds.

- A. Fiscal Management. Unless designated otherwise in the By-Laws, Joint Agreement or herein, and so long as said designation is consistent with the WIA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the Bay WDA under Section 128 and 133 of the WIA. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIA funds granted hereunder. In addition and notwithstanding its designation of the BAWDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder: (1) the LEO Board shall continuously monitor, and shall require the BAWDB to continuously monitor, WIA grant-supported activities in accordance with the uniform administrative requirements of 29 CFR parts 95 & 97, as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within Section 184 of the WIA; and (2) shall require the BAWDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the BAWDB and/or Sub-Recipient:

1. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
2. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
3. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIA; and
5. That, regardless of whether it remains the Sub-Recipient, the BAWDB, establish and maintain by-laws consistent with the WIA, as well as the By-Laws and Joint Agreement, to ensure the efficient administration and management of its workforce investment programs, services and activities that, at a minimum, indicate how the BAWDB will:
 - (a) identify, consistent with Section 123 of the WIA, eligible providers of youth activities in the Bay WDA by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council;
 - (b) identify, consistent with Section 122 of the WIA, eligible providers of training services under Section 134 of the WIA within the Bay WDA;
 - (c) if applicable, identify eligible providers of intensive services under Section 134 of the WIA within the Bay WDA by awarding contracts;
 - (d) assist the Governor in developing the Statewide employment statistics system referenced within the WIA;
 - (e) coordinate the workforce investment activities authorized under the WIA and carried out in the Bay WDA with economic strategies, and develop other employer linkages with such activities;
 - (f) promote the participation of private sector employers in the State's Workforce Investment System and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the Bay WDA or through other organizations, to assist such employers in meeting hiring needs;
 - (g) make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
 - (h) not, absent receipt of a Governor waiver, itself, provide the training services described within Section 134 of the WIA;
 - (i) not allow its members to vote on a matter under BAWDB consideration that: (i) relates to the provision of services by said members or an entity represented by said members; (ii) would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
 - (j) solicit and accept grants and donations from sources other than Federal funding that is made available under the WIA; and
 - (j) employ the staff - deemed necessary to administer and disburse funds for the applicable WIA programs, services and activities – and handle issues relating to Grievances, Nepotism, Maintenance of Effort, and additional Conflicts of Interest/Ethical Obligations not already addressed herein.

In the event that the BAWDB's current By-Laws entitled Bylaws of the Bay Area Workforce Development Board ("by-laws") or any duly enacted amendments thereto conflict with the By-Laws or Joint Agreement, the By-Laws and Joint Agreement shall prevail so long as consistent with the WIA.

- B. Liability Management. To further manage the LEO Board's exposure in the event of misused WIA grant funds allocated to the Bay WDA, said the LEO Board shall adhere, and, where applicable, shall require the BAWDB and/or any of its providers to adhere, to the following guidelines:

1. That the WIA programs, services and activities in the Bay WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the BAWDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from: (1) the wrongful, intentional, or negligent acts or omissions of the BAWDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or (2) the breach by the BAWDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the By-Laws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with the WIA and as amended from time to time;

4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
 5. That, to the extent permitted by law, BAWDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the BAWDB and/or the Sub-Recipient.
- C. Misuse of Grant Funds. In the case of any misuse of grant funds allocated under the WIA to the Bay WDA, liability shall be assigned as follows:
1. The Fox Valley Workforce Development Area. Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Consortium. Outagamie County understands and agrees that the LEO Board, the Consortium and the Counties are not and should not be held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the LEO Board, the Consortium and the Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the LEO Board, the Consortium and the Counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to: (1) Outagamie County's participation in the Fox Valley Consortium; (2) the acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or (3) any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.
 2. Misuse of Consortium Funds. The Consortium understands that the Counties are liable for any misuse of WIA grant funds allocated to the Bay WDA in accordance with the requirements of 20 C.F.R. Part 667.705. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless, based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

SECTION VI – Additional Provisions.

- A. Term. This LEO Agreement shall be reviewed annually and renewed every five (5) years unless the Counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 105- 220, the Workforce Investment Act of 1998.
- In the event that this LEO Agreement is terminated or not renewed, the Counties agree to cooperate in transitioning programs and services consistent with the WIA, as well as the By-Laws, Joint Agreement, this LEO Agreement and/or any other agreements/ governing procedures duly enacted under the WIA (collectively "Governing Law"). If and when it is determined that this LEO Agreement shall be terminated, the LEO Board shall take possession of all documents associated with the WIA so long as consistent with the Governing Law.
- B. Acquisition and Disposal of Property. The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as Governing Law.
- C. Open Records/Open Meetings. Both the LEO Board and the BAWDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in Chapter 19 of the Wisconsin Statutes, including but not limited to the following:
1. That all actions taken by the LEO Board or the BAWDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their By-Laws/by-laws, respectively;
 2. That duly noticed closed sessions of the LEO Board or the BAWDB shall not allow for LEO Board members to be excluded from BAWDB closed session meetings, nor shall it allow for BAWDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIA programs, services and activities, or the Local Plan, Budget and staff members employed in accordance with the WIA;
 3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
 4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
 5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the By-Laws/by-laws and posted for the public in accordance therewith.
- D. Applicable Law. This LEO Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. And, Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with the WIA or the Governing Laws.
- E. Amendments to the By-Laws. The LEO Board may adopt operational and procedural bylaws consistent with the WIA, State/Local Plans, and Joint Agreement. Any amendments to the current By-Laws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member fifteen (15) days prior to consideration.
- F. Impact of Legislative Changes. Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this LEO Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this LEO Agreement may change as Federal and State laws governing this LEO Agreement dictate.
- G. Conduct of the LEO Board/BAWDB. Members of the LEO Board and the BAWDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the BAWDB comply with any and all applicable Federal or State Laws, including Wis. Stats., Chapter 946, governing the conduct of public officials;
 2. That all members, as well as staff, of the LEO Board and the BAWDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
 3. That no member of the LEO Board or the BAWDB shall cast a vote on any provision of services by said member or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;
 4. That, annually, each member of the LEO Board and the BAWDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by the WIA;
 5. That LEO Board and the BAWDB shall not discriminate against any person contrary to Section 188 of the WIA, as well as Federal, State and local laws.
- H. This LEO Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This LEO Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing By-Laws.

INWITNESS WHEREOF, the Parties hereto have caused this LEO Agreement to be executed by the County Executive of the Counties with an Office of the County Executive and by the Chairperson of the County Board of Supervisors of the Counties without an Office of County Executive.

SIGNATURES OF THE COUNTY OFFICIALS

_____ Brown County	_____ Troy Streckenbach	_____ Door County	_____ Dan Austad
_____ Florence County	_____ Jeanette Bomberg	_____ Kewaunee County	_____ Robert Weidner
_____ Manitowoc County	_____ Bob Ziegelbauer	_____ Marinette County	_____ Vilas Schroeder
_____ Menominee County	_____ Elizabeth Moses	_____ Oconto County	_____ Leland Rymer
_____ Outagamie County	_____ Thomas Nelson	_____ Shawano County	_____ Jerry Erdmann
_____ Sheboygan County	_____ Roger TeStroete		

Supervisors Mayer moved and Swoboda seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

Supervisors Mayer moved and Reckelberg seconded that the March County Board Meeting will be held on March 19, 2013 at 6:00 PM. Motion carried.

Supervisors Mayer moved and Sinkula seconded to adjourn. Motion carried.

Board adjourned at 7:30 PM.

Robert A. Weidner, Kewaunee County Board Chairman

Jamie Annoye, Kewaunee County Clerk

CERTIFICATION

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on January 22, 2013.

Jamie Annoye, Kewaunee County Clerk