

**RESOLUTION NO. 2018-37**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO TRANSFER FISCAL AGENT RESPONSIBILITY FOR THE CENTRAL RACINE COUNTY HEALTH DEPARTMENT**

**WHEREAS**, the Village of Caledonia is a member of the Central Racine County Health Department (CRCHD) pursuant to the terms of the Amended Intermunicipal Agreement with the Villages of Sturtevant, Mt. Pleasant and North Bay (Agreement) as authorized by resolution 2013-47, and

**WHEREAS**, the Village of Caledonia is the fiscal agent for the CRCHD and as such the Village is the employer of all CRCHD personnel; and

**WHEREAS**, the Village of Caledonia wishes to continue participating in the CRCHD under the general terms and conditions of the Agreement with policy, governance and oversight provided in a manner consistent with that provided by the Central Racine County Board of Health as described in the agreement; and

**WHEREAS**, the Village of Caledonia no longer wishes to be the fiscal agent for the CRCHD; and

**WHEREAS**, the Village of Caledonia would like to transfer fiscal responsibility for the CRCHD to a governmental agency with sufficient capacity to fulfill the responsibilities delineated in section 2.d. of the Agreement; and

**WHEREAS**, at a Special Village Board Meeting on August 21, 2017, the Board directed staff to move forward with a plan to divest the Village of fiscal responsibility for the CRCHD and that if an appropriate plan was developed the Village would approve; and

**WHEREAS**, Racine County Executive Delagrave has agreed in concept, subject to County Board approval, for the County to assume fiscal responsibility for CRCHD.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board recommends to the CRCHD Board of Health that fiscal responsibility for the CRCHD shall be transferred to Racine County.

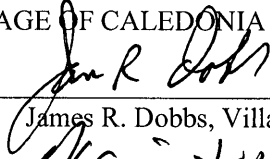
**BE IT FURTHER RESOLVED** that the Village of Caledonia shall continue to participate in the CRCHD under the general terms and conditions of the Agreement with policy, governance and oversight provided in a manner consistent with that provided by the Central Racine County Board of Health as described in the agreement as set forth in Exhibit A which is attached hereto and incorporated herein.

**BE IT FURTHER RESOLVED** by the Caledonia Village Board that a recommendation be made to Central Racine County Board of Health to amend the Intermunicipal Agreement to allow for the transfer of fiscal agent responsibilities. And that the amended agreement be brought to the Village Board for consideration.

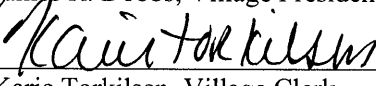
Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 03<sup>rd</sup> day of April, 2018.

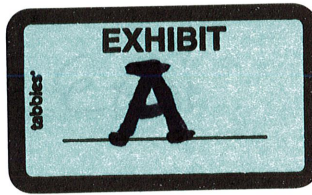
VILLAGE OF CALEDONIA

By: \_\_\_\_\_

  
James R. Dobbs, Village President

Attest: \_\_\_\_\_

  
Karie Torkilsen, Village Clerk



06/11/13

## AGREEMENT

THIS AGREEMENT is made and entered into as of the date last executed by any of the parties, among the VILLAGE OF CALEDONIA, a municipal body (hereinafter referred to as "Caledonia"), VILLAGE OF MOUNT PLEASANT, a municipal body (hereinafter referred to as "Mount Pleasant"), VILLAGE OF STURTEVANT, a municipal body (hereinafter referred to as "Sturtevant"), and VILLAGE OF NORTH BAY, a municipal body (hereinafter referred to as "North Bay").

## RECITALS

**WHEREAS**, Caledonia, Mount Pleasant, Sturtevant and North Bay are villages located in Racine County which entered into a 2010 Intermunicipal Agreement for a joint board of health and joint health department (hereinafter referred to as the "Central Racine County Board of Health" and the "Central Racine County Health Department") pursuant to Wis. Stat. Sections 66.0301, 252.02(3r) and 251.09 which provide for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide health services; and

**WHEREAS**, The Village of Union Grove ("Union Grove") and Town of Waterford ("Waterford") contracted with the Central Racine County Health Department ("CRCHD") in 2012 and 2013, respectively, for the provision of public health services and are utilizing the Board of Health for CRCHD ("Board of Health") as their designated Board of Health during the terms of their respective Agreements; and

**WHEREAS**, the parties would like to amend the Intermunicipal Agreement to provide for representation on the Board of Health for Union Grove, Waterford and other municipalities that may enter into the Intermunicipal Agreement with the villages of Caledonia, Mt. Pleasant, Sturtevant and North Bay in the future;

**WHEREAS**, the parties would like to amend the Intermunicipal Agreement to denote that municipalities which contract for public health services with CRCHD ("Contract Municipalities") no longer have a local Board of Health but rather utilize the "Board of Health" as their designated Board of Health during the terms of their respective Agreements;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **Authority.** This Agreement is entered into pursuant to the authority set forth in Wis. Stat. Sections 66.0301, 251.09, and 251.02(3r).
2. **Creation of Joint Local Board of Health and Joint Local Health Department.** Caledonia, Mount Pleasant, Sturtevant and North Bay (the "Member Municipalities") agree to create a joint local board of health to exercise the powers and perform the duties of a local board of health in each of the municipalities. Caledonia, Mount Pleasant, Sturtevant and North Bay hereby create a joint local health department, per Wis. Stat. Section 251.02(3r), that shall be designated "Central Racine County Health Department" ("hereinafter referred to as "Health Department").
  - a. **Members.** Pursuant to Wis. Stat. Section 251.03(4r), the parties determine that the Board of Health shall be made up of the following members:
    - i. Medical Advisor (1), appointed and confirmed by Board of Health
    - ii. Health Officer (1), appointed and confirmed by Board of Health
    - iii. Mount Pleasant Trustee (1), appointed by the Village President
    - iv. Caledonia Trustee (1), appointed by the Village President
    - v. North Bay Trustee or citizen (1), appointed by the Village President
    - vi. Sturtevant Trustee, employee or citizen (1), appointed by the Village President
    - vii. Mount Pleasant citizen, preferably a registered nurse (1), appointed by the Village President
    - viii. Caledonia citizen, preferably a registered nurse (1), appointed by the Village President
    - ix. Citizen member-at-large (1), appointed by Health Officer, confirmed by Board of Health
    - x. A trustee/supervisor, employee or citizen appointed from each additional Member Municipality to serve during the term of its Agreement.

The Board of Health shall elect a chairperson, vice-chairperson and secretary.

- b. **Powers and Duties.** The Board of Health shall constitute the policy-making body for the Health Department, and shall exercise authority over financial and personnel matters, as set forth below. The Board of Health shall be responsible for operating and maintaining at least a Level II Health Department to jointly serve the Member Municipalities and Contract Municipalities, and is established as the joint local board of health of the

Member Municipalities and Contract Municipalities pursuant to Wis. Stat. § 251.02(3r). The Board of Health shall have the powers and perform such duties as are prescribed in Wis. Stat. Sections 251.04 and 251.05, except as otherwise specifically provided in this agreement or in joint ordinances adopted by the Member Municipalities, and Contract Municipalities. The Board of Health is authorized to enter into agreements to provide public health services to Contract Municipalities provided such municipalities are required to share in the costs of the Health Department on the same per capita basis as set forth in this Agreement. The Board of Health is further authorized to add additional Member Municipalities by joint resolution of the Board of Health and a requesting municipality that incorporates the terms and conditions of this intermunicipal agreement, and that further requires adoption of the Joint Health Department Ordinance governing the municipalities. The addition of Member Municipalities shall require a favorable vote of two-thirds (2/3) of the entire membership of the Board of Health.

- c. Budget and Financial Oversight. The Board of Health shall annually develop and adopt a budget. Each Member Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below. Each Contract Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below and as stated in each Contract Municipality's agreement with the Board of Health. By September 1st of each year, the Board of Health shall forward a copy of its adopted budget to each Member Municipality. Any increase in the levy portion of the budget exceeding the average percentage of net new growth of Member Municipalities shall require the approval of the majority of Member Municipalities. In the event that the levy limit methodology set forth in Chapter 66 of the Wisconsin Statutes is amended, any increase in the levy portion of the budget shall be consistent with the new statutory methodology. At year end, any unspent portion of the approved budget shall go to the Health Department's fund balance. The Board of Health shall have the authority to approve capital expenditures less than \$25,000 if using monies in the current fund balance. For capital expenditures of \$25,000 or more, or where a capital expenditure requires additional funding from the Villages, the approval of the majority of Member Municipalities shall be required. Funding for additional personnel, that is not otherwise covered by grant or non-levy funding, shall require the approval of the majority of Member Municipalities.
- d. Fiscal Agent. The Village of Caledonia shall be the fiscal agent for the Health Department. Responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment-related

standards, and procurement of insurance policies, including comprehensive general liability coverage, bodily injury coverage, property damage coverage, auto coverage, health insurance, and worker's compensation coverage. Annually in the budget process, an appropriation shall be made to the Fiscal Agent of no less than 0.75% and not to exceed 1% of Health Department levy and grant revenues. (Grant revenues that do not include this appropriation as an allowable cost will not be subject to the appropriation.) The Health Department will make payments to the Fiscal Agent on a quarterly basis.

- e. Financing. The Member Municipalities shall share all the costs of the Health Department based on per capita financing (using the Wisconsin Department of Administration's ("DOA") most recent population estimate for each municipality). The Department of Correction population will not be counted as part of the Village of Sturtevant population estimate. Contract Municipalities are required to share in the costs of the Health Department on the same per capita basis as set forth in this Agreement and in the agreements with said municipalities. On or before January 15 of each year during the term of this agreement, the Member Municipalities and Contract Municipalities shall forward to Caledonia at least half their respective shares of the operating budget for that year. On or before July 15 of each year during the term of this agreement, the Member Municipalities and Contract Municipalities shall forward to Caledonia the second half of their respective shares of the operating budget for that year.
  
- f. Personnel. Subject to the appropriations in the budget, the Board of Health shall have authority to employ and determine the compensation of such personnel for the Health Department, and may employ the services and fix the compensation of such other agents or consultants as the Board of Health deems necessary or convenient for the operation and management of the Health Department. The Board of Health and the Health Officer shall have the authority to terminate the employment of such personnel as set forth below, subject to any applicable laws, rules, regulations and agreements with respect to the same. All personnel will be considered as employees of Caledonia for reporting purposes, and shall operate under and be subject to the Caledonia Personnel Policy Manual, unless otherwise stated below. To meet this standard:
  - i. The Health Officer shall be appointed by the Board of Health pursuant to Wis. Stat. Section 251.06(4)(c). The Health Officer shall meet the qualifications set forth in Wis. Stat. Section 251.06.

- ii. The Health Officer shall report to the Board of Health, which shall be responsible for performing evaluations of the Health Officer on a schedule to be determined by it.
  - iii. The Board of Health shall be responsible for all employment decisions pertaining to the Health Officer.
  - iv. The Board of Health shall approve all Health Department hires. Per Wis. Stat. Section 254.04(8), the Board of Health shall employ qualified public health professionals. The Health Officer, as an employee of and manager for the Village of Caledonia and per Wis. Stat. Section 251.06(3)(e), shall appoint all necessary subordinate personnel, ensure they meet appropriate qualifications, and have supervisory authority over all subordinate personnel. When possible, a Board of Health member shall be part of the interview panel for new hires.
  - v. Board of Health members shall be indemnified and held harmless by the Member Municipalities and Contract Municipalities for actions taken within the scope of their responsibilities. Board of Health members shall be covered by a Public Officials/Governmental Entity Policy. In addition, the Board of Health and Health Department shall be added as additional insureds on each municipality's general liability policy.
  - vi. With approval of the Board of Health, the Health Officer may discipline, suspend and terminate staff. All written discipline shall be reviewed by the Board of Health Personnel Committee. All suspensions and terminations shall be reviewed by the Board of Health Personnel Committee and approved by the Board of Health.
  - vii. Complaints and Grievances. The Board of Health shall work with the Village of Caledonia to ensure that its employment-related policies and procedures are consistent with applicable Personnel Manual (and collective bargaining agreements if applicable).
3. **Operations.** The Board of Health shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Health Department, provided, however that funding has been included as part of the approved budget. All employment contracts and contracts involving expenditures of \$25,000 or more shall be reviewed by the Board of Health attorney prior to signing. All operations of the Health Department shall be conducted in accordance with the requirement and standards of the applicable statutes,

ordinances, orders, rules and regulations. The Board of Health shall be responsible to see that all required reports are filed and submitted as required.

4. **Creation of Joint Local Board of Health and Joint Local Health Term.** This agreement shall be effective January 1, 2013 and continue in force and effect for an indefinite term, subject to being terminated by any Member Municipality as of the end of the calendar year upon two year's written notice served upon the other Member Municipalities.
5. **Notices.** Any notice hereunder may be given by personal service as provided for services of a summons upon a Village for by certified or registered mail addressed as follows:

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| Village of Caledonia: | Village Clerk<br>6922 Nicholson Road<br>Caledonia, WI 53108 |
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| Village of Mount Pleasant: | Village Clerk<br>8811 Campus Drive<br>Mount Pleasant, WI 53406 |
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| Village of Sturtevant: | Village Clerk<br>2801 89 <sup>th</sup> St<br>Sturtevant, WI 53177 |
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| Village of North Bay: | Village Clerk<br>3615 Hennepin<br>Racine, WI 53402 |
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The above addresses or contact persons may be changed from time to time by written notice given to the other parties hereto.

6. **Liabilities.** It is the intent of the parties hereto that except as otherwise herein provided, the liabilities of the Health Department operation, including any early termination lease penalties, be shared on a per capita basis by each Member Municipality and Contract Municipality. It is agreed that to the extent that there are any liabilities in connection with the operation of the Health Department which are not covered by insurance or otherwise, such liabilities shall be shared on a per capita basis by each Member Municipality and Contract Municipality.
7. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

9. **Merger and Integration.** This Agreement contains the entire agreement of the parties, and supersedes all prior negotiations, agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates indicated below.

Dated this 1<sup>st</sup> day of July, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF CALEDONIA

VILLAGE OF MOUNT PLEASANT

By: *Bob Blay*  
President

By: \_\_\_\_\_  
President

Attest: *David Wilson*  
Clerk

Attest: \_\_\_\_\_  
Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF STURTEVANT

VILLAGE OF NORTH BAY

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk



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Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF CALEDONIA

VILLAGE OF MOUNT PLEASANT

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

Dated this 16<sup>th</sup> day of July, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF STURTEVANT

VILLAGE OF NORTH BAY

By: Steven S. Sen  
President

By: \_\_\_\_\_  
President

Attest: My A. Cole  
Clerk

Attest: \_\_\_\_\_  
Clerk