

**CLARK/JACKSON COUNTY
AGREEMENT REGARDING HIGHWAY COMMISSIONER SERVICES**

Agreement dated this ___ day of April, 2009 by and between Jackson County, a Wisconsin municipal corporation and Clark County, a Wisconsin municipal corporation.

RECITALS

WHEREAS, Jackson County and Clark County are municipal corporations organized under the laws of the State of Wisconsin; and

WHEREAS, The office of county highway commissioner as described in Section 83.01 of the Wisconsin Statutes for Jackson County is currently vacant; and

WHEREAS, Jackson County and Clark County have agreed to enter into this agreement for the purposes of consolidation of services as a joint exercise of their obligations under the authority vested in municipal organizations under Section 66.0301 of the Wisconsin Statutes.

NOW THEREFORE, Jackson County and Clark County do hereby enter into the following agreement:

DURATION OF CONTRACT

1. Contract shall begin on May 1, 2009
2. Contract may be renewed after 12 months with subsequent contracts every 24 months
3. Either County may discontinue this contract after giving 90 days notice in writing.
4. Clark County and Jackson County shall have a joint Committee meeting once per year to discuss cooperative work agreement issues.
5. If the Current Commissioner no longer holds this position the contract will be considered void unless a suitable replacement can be agreed upon by both Counties within 90 days.

JOB DESCRIPTION

1. Clark County and Jackson County shall provide the Highway Commissioner with a job description and Personnel Policies for their respective Counties.
2. The Highway Committees shall work together to resolve any conflicts.

COUNTY COOPERATION

1. Both Counties agree to allow the Clark/Jackson County Highway Commissioner to work in their County while receiving phone calls and emails from the other County.
2. Both Counties agree to allow Clark/ Jackson County Highway Commissioner to do work for both Counties in whichever location/office currently working.

WORK SCHEDULE

1. The Highway Commissioner shall file a work schedule in both counties.
2. The Commissioner will file a work schedule 30 days in advance and to the best of his ability the Commissioner will work three work days in a County followed by three work days in the other County. To the extent possible work schedules will be modified to split vacation and sick days between Counties.

WORKMAN'S COMP INSURANCE

1. Clark County shall continue to provide 100% workman's compensation insurance with Jackson County paying half of the premium.
2. In case of a claim, no matter which County the Commissioner is working in, both Counties shall share all related costs equally.
3. Currently Worker's Comp Insurance is administered by Willis of Wisconsin in both Counties. Willis of Wisconsin shall be notified when this contract is passed by both Counties.

EQUIPMENT COSTS

1. Clark County shall provide a cell phone with both Counties sharing all related costs. The Highway Commissioner shall be responsible for any cost arising from personal use of the cell phone.
2. Both Counties shall provide necessary computer equipment and adequate tech support
3. Each county will provide the Highway Commissioner with a lap top computer.

VEHICLE COSTS

1. Clark County shall provide the Highway Commissioner with a vehicle to be used for travel to and work in both counties along with all other business related needs.
2. Jackson County shall be billed at current IRS mileage rates for all relevant costs (this cost will include travel each workday from Clark County).
3. Any use of a Jackson County vehicle for Jackson County business will not be billed.
4. Highway Commissioner will be allowed to keep the County owned vehicle at his premises.

MISCELLANEOUS COSTS

1. Registration Fees (Highway Conferences, WCHA District Meetings, etc) and Training/Seminar expenses including food and lodging shall be shared equally.

WAGES, BENEFITS /RAISES

1. Wages and benefits (including medical insurance, retirement, SS, unused sick leave, payouts and longevity) shall be paid by Clark County according to current pay dates.
2. Jackson County shall reimburse Clark County for 50% of all wages and benefits. Unused sick leave and longevity will be prorated for 2009.
3. Future wages and benefits will be agreed upon annually.
4. In addition to the Commissioner's current salary and benefits the Highway Commissioner shall receive an additional 5 hours per week pay (plus related SS, retirement, work comp and other associated costs) for the duration of this contract and for subsequent contracts unless a different agreement prevails. If this agreement is vacated Clark County shall be under no obligation to continue this additional pay to the Highway Commissioner.
5. The balances of hours in the employee's banks of benefited time as of 4/30/2009 will be reported to Jackson County by the Clark County payroll department and kept on record. Jackson County will reimburse Clark County for half of wages and benefits paid through the payroll process and also benefit payouts (if any) every year. Upon termination of this agreement or separation of employment, Jackson County will not be responsible for the payout of the original number of hours held in the employee's banks of benefited time. If the employee's banks of benefited hours are less at termination of this contract or separation of employment, than the hours in the banks at the start of this contract, Jackson County would not be responsible for any of these benefits and Clark County would refund Jackson County 50% of the difference between the ending balance

of hours and the starting balance of hours at the then current wage rate, plus applicable fringe benefits. (This is because Jackson County would have already paid for those benefits as a part of the bi-weekly salary reimbursed during the course of the contract).

6. If the employee is due a payout of sick benefits at the end of 2009, Jackson County will pay 50% of the employee's sick payout (plus applicable fringe benefits), only to the extent that hours exceed the hours in the employee's sick bank at the start of this contract.

7. Jackson County will reimburse Clark County based on actual payroll taxes on wages. If the employee participates in a pre-tax program which reduces the employer's tax obligation, Clark County will invoice the reduced amount.

8. Clark County will provide an itemized read out of accrued benefits to Jackson County annually.

REIMBURSEMENT

1. Clark County shall bill Jackson County monthly for their share of wages, benefits, vehicle use, conference, business meetings and training expenses (such as hotel, meals and registration fees). All bills will be itemized.

2. Jackson County shall reimburse Clark County for expenses within 30 calendar days of receiving bill.

VACATION

1. Vacation schedule shall follow current Clark County vacation policy.

SICK LEAVE

1. Sick leave schedule shall follow current Clark County sick leave policy.

PAYOUTS AT RETIREMENT OR END OF EMPLOMENT

2. Accrued sick leave benefits and vacation be paid per Clark County policy. Counties will negotiate percentage of payout based on sick leave and vacation accrual history at time of retirement / end of employment.

COMMISSIONER WILL CONTINUE FULL TIME EMPLOYMENT, WITH CLARK COUNTY, IF CONTRACT IS TERMINATED

IDEMNIFICATION

Jackson County and Clark County hereby agree to indemnify one another, as well as their successors and assigns, against any and all claims, suits, actions, damages, charges and expenses including court costs and attorneys fees as against any and all claims for liability, losses or damages of any nature whatsoever, resulting from claims by third parties against either Jackson County or Clark County and resulting from the acts or omissions of the highway commissioner while acting pursuant to this Agreement. Jackson County for its part, and Clark County for its part, furthermore agree to hold harmless and defend one another as against such third party claims.

On behalf of Clark County:

On behalf of Jackson County:

Wayne Hendrickson

John Bahnub

Al Bower

Dennis Eberhardt

Duane Boon

William Cornell

Jeffery Amo

Merlin Fredrickson