

# AMENDED

**VIDEO CONFERENCE MEETING  
ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, APRIL 28, 2020**

**To join this Zoom Meeting via video, use this link:**

<https://zoom.us/j/95001661857>

Enter Meeting ID: 950 0166 1857

**To join this meeting by telephone, dial this number and enter the Meeting ID: 950 0166 1857  
+1 312 626 6799**

At this meeting, the following will be presented to the Board for its consideration:

- \*Roll Call
- \*Pledge of Allegiance
- \*Invocation
- \*Adopt agenda

**Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda, as well as, any matter over which this body has jurisdiction.**

- Correspondence
  - Notice of Claim:
    - Heather and Steve Ebert – damage to their dock caused by a Highway Department grater
  - Zoning Petitions:
    - No. 001 – Matthew Potratz, Town of Nekimi; tax parcel no. 012-0399-01
    - No. 002 – Patrick J. Brennand, Town of Algoma; tax parcel no. 002-0359-01
  - Resolutions from Other Counties:
    - Eau Claire County – Enrolled No. R163-053 – Supporting the Commitment to Veterans Support and Outreach (CVSO) Act
    - Eau Claire County – Enrolled No. R163-055 – Requesting the Wisconsin Legislature Act to Protect Refugees Living in the State of Wisconsin
- Reports from Committees, Commissions & Boards
- County Executive's Report
- County Board Chairman's Report
- Public Health Department Update on the COVID-19 crisis and response – Doug Gieryn, Director/Health Officer, WCHD
- Review of proposed contract to move ahead with establishing an isolation and quarantine center in Winnebago County – Doug Gieryn, Director/Health Officer, WCHD
- Review of proposed contract with Oshkosh Area School District for school nursing staff support of WCHD COVID-19 response – Doug Gieryn, Director/Health Officer, WCHD

## RESOLUTIONS AND ORDINANCES

### **AMENDED**

- Resolution No. 004-042020: Ratification, Alteration, Modification, or Repeal of March 20, 2020, Proclamation Declaring a State of Emergency  
Submitted by:  
PAUL EISEN, District 4  
BILL WINGREN, District 18  
SHILOH RAMOS, District 5  
**Vote required: Majority of Those Present**
- Resolution No. 005-042020: Authorize the Winnebago County Sheriff's Office to Accept a Department of Military Affairs Grant in the Amount of \$125,537 to Reimburse for Upgrades to the NextGen9-1-1 System, and Appropriate the Funds to Related Expenditures  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Two-Thirds of Membership**
- Resolution No. 006-042020: Authorize the Winnebago County Sheriff's Office to Accept a Coronavirus Emergency Response Grant from the Bureau of Justice Assistance in the Amount of \$58,008 and Appropriate the Funds to Related Expenditures  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
**Vote required: Two-Thirds of Membership**
- Resolution No. 007-042020: Authorize Winnebago County to Enter into a Contract with Double Tree Neenah for Quarantine Purposes  
Submitted by:  
SHILOH RAMOS, District 5  
**Vote required: Majority of Those Present**
- Resolution No. 008-042020: Authorize Winnebago County to Enter into an Employment Services Lease Agreement with the Oshkosh Area School District to Provide Health Care Services  
Submitted by:  
SHILOH RAMOS, District 5  
**Vote required: Majority of Those Present**

Respectfully submitted,  
Susan T. Ertmer  
Winnebago County Clerk  
(920) 232-3432

Upon request, provisions will be made for people with disabilities.

*(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)*

2 **RESOLUTION: Ratification, Alteration, Modification, or Repeal of March 20, 2020,**  
3 **Proclamation Declaring a State of Emergency**

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, on March 20, 2020, Winnebago County Executive Mark L. Harris, by proclamation, declared that  
8 a state of emergency exists in Winnebago County because of the COVID-19 pandemic consistent with §323.14(4)(a),  
9 Wis. Stats; and

10 **WHEREAS**, pursuant to §323.14(4)(~~a~~) **(b)**, Wis. Stats., the proclamation is “. . .subject to ratification,  
11 alteration, modification, or repeal by the County Board as soon thereafter as the Board can meet, but the subsequent  
12 action taken by the governing body shall not affect the prior validity of the proclamation. . .”; and

13 **WHEREAS**, on March 20, 2020, Winnebago County Executive Mark L. Harris proclaimed, pursuant to the  
14 powers granted under §323.14(4)(b), Wis. Stats., that he would do “. . .whatever is necessary and expedient to  
15 protect the health and well-being of Winnebago County. . .”; and

16 **WHEREAS**, it is deemed appropriate and necessary to provide Winnebago County Executive Mark L. Harris  
17 the general authority to order, subject to ratification if practicable, whatever is necessary and expedient for the health,  
18 safety, protection, and welfare of persons and property within Winnebago County in the emergency.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 ratifies the March 20, 2020, Proclamation Declaring the Existence of a County Emergency in Winnebago County  
21 (attached hereto and incorporated herein by reference) issued by Winnebago County Executive Mark L. Harris.

22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby vests  
23 Winnebago County Executive Mark L. Harris with the general authority to order, subject to ratification if practicable,  
24 whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within  
25 Winnebago County in the emergency.

26 ~~**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that, by reason of the  
27 COVID-19 pandemic and related public health concerns, the Winnebago County Board Chairman or his designee  
28 has the authority to declare the need for and hold a virtual meeting of the County Board that is reasonably accessible  
29 (accessible remotely only) and otherwise consistent with Wisconsin’s Open Meetings Law.~~

34 Respectfully submitted by:  
35 **PAUL EISEN, District 4**  
36 **BILL WINGREN, District 18**  
37 **SHILOH RAMOS, District 5**

38 Committee Vote: \_\_\_\_\_

39 Vote Required for Passage: **Majority of Those Present**

40 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

43 \_\_\_\_\_  
44 Mark L. Harris  
45 Winnebago County Executive

1 005-042020

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**RESOLUTION: Authorize the Winnebago County Sheriff’s Office to Accept a Department of Military Affairs Grant in the Amount of \$125,537 to Reimburse for Upgrades to the NextGen9-1-1 System, and Appropriate the Funds to Related Expenditures**

8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, the Winnebago County Sheriff’s Office was awarded a Department of Military Affairs grant to  
10 reimburse for upgrades to the NextGen9-1-1 system; and

11 **WHEREAS**, this grant will be used to upgrade the existing AT&T – VIPER 911 call handling system that is  
12 reaching end of life, and will add Next Generation capabilities to the system to support text and data communications  
13 to callers.

14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes the Winnebago County Sheriff’s Office to accept a Department of Military Affairs grant in the amount of  
17 \$125,537 to reimburse for upgrades to the NextGen9-1-1 system, and appropriate the funds to related expenditures.

18

19 **Fiscal Impact:** No fiscal impact. The grant funds will cover the related expenditures.

20

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **4-0**

24 Vote Required for Passage: **Two-Thirds of Membership**

25

26 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2020.

27

28

29 \_\_\_\_\_  
30 Mark L Harris  
Winnebago County Executive

1 006-042020

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3 **RESOLUTION: Authorize the Winnebago County Sheriff’s Office to Accept a Coronavirus**  
4 **Emergency Response Grant from the Bureau of Justice Assistance in the Amount**  
5 **of \$58,008 and Appropriate the Funds to Related Expenditures**

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7

8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, the Winnebago County Sheriff’s Office was awarded a Coronavirus Emergency Response grant  
10 from the Bureau of Justice Assistance; and

11 **WHEREAS**, this grant will be used to purchase a decontamination system and a disinfection robot for the jail  
12 to help prepare for and respond to the coronavirus.

13

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
15 authorizes the Winnebago County Sheriff’s Office to accept a Coronavirus Emergency Response grant in the amount  
16 of \$58,008 and appropriate the funds to related expenditures.

17

18 **Fiscal Impact:** No fiscal impact. The grant funds will cover the related expenditures.

19

20 Respectfully submitted by:

21 **PERSONNEL AND FINANCE COMMITTEE**

22 Committee Vote: **4-0**

23 Vote Required for Passage: **Two-Thirds of Membership**

24

25 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2020.

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\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive

1 007-042020

2 **RESOLUTION: Authorize Winnebago County to Enter into a Contract with DoubleTree**  
3 **Neenah for Quarantine Purposes**

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5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Winnebago County wishes to enter into a contract with DoubleTree Neenah to make rooms  
8 available to rent to the County for quarantine purposes; and

9 **WHEREAS**, the contract and its particulars are attached.

10  
11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
12 authorizes Winnebago County to enter into a contract with DoubleTree Neenah for quarantine purposes.

13  
14 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the attached contract is  
15 made a part of this Resolution and incorporated herein by reference.

16  
17 Respectfully submitted by:

18 **SHILOH RAMOS, District 5**

19 Committee Vote: \_\_\_\_\_

20 Vote Required for Passage: **Majority of Those Present**

21  
22 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

23  
24 \_\_\_\_\_  
25 Mark L Harris  
26 Winnebago County Executive

## **AGREEMENT**

THIS Agreement is entered into by and between Winnebago County (hereinafter called "County"), and DoubleTree (hereinafter called "DoubleTree").

DoubleTree agrees to rent up to eighteen (18) rooms per floor to the County for purposes of dealing with quarantine of residents. The Grant Agreement Modification between the State of Wisconsin Department of Health Services and the Winnebago County Health Department provides that funding is available for quarantine related expenses only while there is a declared public health emergency and a state of emergency shall not exceed 60 days unless the state of emergency is extended by joint resolution of the legislature.

### **RATE**

The rate shall be \$75.00 per room per day for up to five rooms, totaling \$2625.00 per week. The rate shall be \$65.00 per room per day for up to ten rooms, totaling \$4550.00 per week. The rate shall be \$55.00 per room per day for the entire floor, totaling \$6930.00 per week. The parties agree the County will not be required to pay for any rooms until actually used.

### **PREMISES**

DoubleTree shall ensure that each room has a fully operational mini refrigerator and microwave. DoubleTree shall provide weekly linen exchange for each room outside of guest room door. DoubleTree shall make trash cans available in convenient safe locations. DoubleTree will assist with expedited check-in services for each room

### **TERM**

The term of this Agreement shall begin upon the date of execution of this Agreement by both DoubleTree and the County and shall terminate on the date the County formally notifies DoubleTree in writing that the premises are no longer needed for the purposes of dealing with quarantine of residents. The parties agree the County will not be required to pay for any rooms until actually used.

### **INVOICES**

Invoices, outlining the services provided, will be forwarded to the County on a weekly basis. Invoices should be addressed to the Winnebago County Accounts Payable

Department, P.O. Box 2808, Oshkosh, WI 54903 and or winnebagoountyfinance@co.winnebago.wi.us. The form of payment to be used will be a credit card.

**NOTICE**

Notice shall be given in writing, by depositing the notice in a United States mailbox, first class postage attached, addressed to the party's address set forth below. Such notice shall be deemed to be given as of the date of the postmark. It shall be the duty of a party changing its address to notify the other party in writing as soon as learned. The notice to DoubleTree and any notice to the County shall be forwarded to the following addresses:

DoubleTree by Hilton Neenah  
123 East Wisconsin Avenue  
Neenah WI 54956  
Attn: Brittany Johnson, General Manager

Winnebago County  
112 Otter Avenue  
Oshkosh, WI 54901  
Attn: Doug Gieryn, Director of Public Health, Winnebago County Health Department  
Davis Zerbe, Isolation Center Coordinator, Winnebago County Health  
Department

**FAILURE TO APPROPRIATE FUNDS**

The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

**WISCONSIN LAW CONTROLLING**

It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

**ARBITRATION**

Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then existing. The costs of arbitration, except for the filing fee which shall be paid by the party initiating the proceeding, shall be borne equally by the parties. Each party shall pay its own legal fees and expenses. The arbitration shall take place in Oshkosh, WI, be limited to one day in length, with the arbitrator providing each side equal time to present its case. The arbitrator shall issue a written decision, which shall include written findings of fact and conclusions of law. The arbitration shall be governed by the laws of the state of Wisconsin.

### **HOLD HARMLESS**

Both parties agree to at all times during the term of this Agreement to indemnify, hold harmless and defend each other's boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the both parties, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay by reason do to actions or inactions under this Agreement, however the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting form the acts or omissions of either party.

### **DISCRIMINATION**

During the term of this Agreement, DoubleTree agrees not to discriminate against any person on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status or physical appearance. DoubleTree agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

### **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**

DoubleTree understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of DoubleTree that are produced or collected by DoubleTree under this Agreement ("Records"). Notwithstanding any other term of this Agreement, DoubleTree is (1) obligated to retain such Records for seven (7) years from the date of the Records creation; and (2) produce such Records to the County if, in the County's determination, the County is required to produce the records to a third party in response to a public records request. DoubleTree's failure to retain and produce such Records as required by this paragraph shall constitute a material breach of this

Agreement and DoubleTree must defend and hold the county harmless from liability due to such breach.

**ENTIRE AGREEMENT**

The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreement and negotiations between the parties relating to the subject matter hereof.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2020

DoubleTree

Winnebago County

\_\_\_\_\_  
Name: Brittany Johnson  
Title: General Manager  
DoubleTree Neenah

\_\_\_\_\_  
Name: Mark Harris  
Title: Winnebago County Executive

\_\_\_\_\_  
Registered Agent  
Ashley Booth

\_\_\_\_\_  
Name: Susan T. Ertmer  
Winnebago County Clerk

1 008-042020

2 **RESOLUTION: Authorize Winnebago County to Enter into an Employment Services**  
3 **Lease Agreement with the Oshkosh Area School District to Provide**  
4 **Health Care Services**

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7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

8 **WHEREAS**, Winnebago County wishes to enter into an Employment Services Lease Agreement with the  
9 Oshkosh Area School District to provide telephonic and virtual nurse support during the COVID-19 pandemic and  
10 aftermath; and

11 **WHEREAS**, the Agreement and its particulars are attached.

12  
13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 authorizes Winnebago County to enter into an Employment Services Lease Agreement with the Oshkosh Area  
15 School District to provide health services as indicated in the attached contract, which is made a part of this  
16 Resolution and incorporated herein by reference.

17  
18 Respectfully submitted by:  
19 **SHILOH RAMOS, District 5**

20 Committee Vote: \_\_\_\_\_

21 Vote Required for Passage: **Majority of Those Present**

22  
23 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2020.

24  
25 \_\_\_\_\_  
26 Mark L Harris  
27 Winnebago County Executive

**EMPLOYMENT SERVICES LEASE AGREEMENT**

THIS AGREEMENT is made and entered into as of this        day of April, 2020, between the OSHKOSH AREA SCHOOL DISTRICT, referred to as "the DISTRICT," and WINNEBAGO COUNTY, hereinafter referred to as "COUNTY."

**W I T N E S S E T H**

**WHEREAS**, the United States is currently facing a health crisis involving the COVID-19 virus; and

**WHEREAS**, the State of Wisconsin has declared a health emergency; and

**WHEREAS**, the DISTRICT currently employs certain persons that provide health care services; and

**WHEREAS**, schools in Wisconsin are currently closed under state order due to the crisis limiting the current use of the DISTRICT health care employees; and

**WHEREAS**, the COUNTY is in need of additional health care staff due to the crisis; and

**WHEREAS**, the DISTRICT is agreeable to lease certain health care employees to the COUNTY to perform services in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the sufficiency of which is hereby acknowledged the DISTRICT and the COUNTY agree as follows:

1.     **Employee Services.** During the term of this Agreement, the DISTRICT shall provide the COUNTY with the employee services of part-time telephonic/virtual nurse support. During the Term hereof, the employees shall dedicate part-time hours to and for the benefit of the COUNTY and therefore, shall work at the direction and control of the COUNTY. This work shall be limited to phone service/virtual nurse support duties. The remaining hours of work shall be under the control and direction of the DISTRICT. It is understood that work for the County beyond phone service/virtual support work shall occur only upon further written agreement of the COUNTY and DISTRICT. The DISTRICT shall continue to pay the leased employees their regular pay and will continue their benefits as provided by DISTRICT. The COUNTY shall reimburse the DISTRICT as set forth herein. These leased employees shall not be considered to be employees of the COUNTY. The COUNTY will not pay or withhold federal, state, or local income taxes or other payroll taxes of any kind. These leased employees are not eligible for, nor entitled to, and shall not participate in any of the COUNTY'S pension, health or other benefits plans.

2.     **Term.** This Agreement shall commence as of April \_\_, 2020, and shall terminate on no less than five (5) days written notice by either party.

3. **Employee Pay, Benefits and Hours.** The DISTRICT shall continue to pay the leased employees their regular pay and will continue their benefits as provided by DISTRICT while performing work for the COUNTY under this Agreement.

4. **Payments to the DISTRICT.**

- a. The COUNTY shall pay monthly reimbursement to the DISTRICT for the compensation and benefits costs provided to the employees by the DISTRICT for the services to be provided during the Term pursuant to this Agreement.
- b. The COUNTY shall submit monthly hourly reports to the DISTRICT which include the names of employees leased and the respective hours worked.
- c. Payments under this Agreement may be modified from time to time, pursuant to the undersigned parties' written agreement.
- d. The reimbursement rate for school district health assistants (LPN and RN) will be \$20.05 per hour, while the reimbursement rate for school nurses (RN) will be \$35.83 per hour.

5. **Assignment.** This Agreement shall not be assigned by either party hereto without the express prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

6. **Liability Insurances.** The COUNTY will secure and maintain such insurance embracing comprehensive and general liability of the COUNTY as will protect the DISTRICT from claims of bodily injury, death or property damage which may arise from the performance of its services under this Agreement.

The DISTRICT will continue to maintain all insurance, including comprehensive and general insurance for the benefit of employees covered by this Employment Services Lease Agreement and for the COUNTY from claims of bodily injury, death or property damage which may arise from the performance of the DISTRICT employees services under this Agreement.

7. **Indemnification and Hold Harmless:** The DISTRICT and COUNTY each agree at all times during the term of this agreement to indemnify, save harmless and defend the OTHER, its boards, commissions, agencies, officers employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that EITHER its officers, employees, agencies, boards commissions and representatives may sustain or incur or be required to pay by reason of the DISTRICT furnishing the services provided under this agreement. Under such indemnification, the EACH PARTY reserves the right to select its legal representation with fees attributable to THEMSELVES.

8. **Separability and Construction.** Each Paragraph of this Agreement shall be separately enforceable and the invalidity of one Paragraph shall not constitute a basis for declaring the other Paragraphs unenforceable. This Agreement shall be construed under the laws of the state of Wisconsin. This Agreement supersedes all prior agreements of the parties whether written or oral, and contains all of the terms of the undersigned parties' agreements with respect to the matters addressed herein.

9. **Wisconsin Law Controlling.** It is expressly understood and agreed to by the parties that in the event of any disagreements or controversy between the parties, Wisconsin law shall be controlling.

10. **Arbitration.** Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining.

11. **Delivery by Mail.** Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's given address.

12. **Provider Efficiency.** In providing services under this agreement, the DISTRICT and its employees covered by this Employment Services Lease Agreement agree to cooperate with the various departments, agencies, employees and officers of the COUNTY.

13. This Agreement may be executed in counterparts, which shall form one original.

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

\_\_\_\_\_  
Oshkosh Area School District Superintendent

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

\_\_\_\_\_  
Winnebago County

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