



RESOLUTION # \_\_\_\_\_

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY BOARD OF SUPERVISORS

ITEM # \_\_\_\_\_

BOARD ACTION

Adopted: \_\_\_\_\_  
For: \_\_\_\_\_  
Against: \_\_\_\_\_  
Abstain: \_\_\_\_\_  
Abs/Excd: \_\_\_\_\_  
Vote Req: \_\_\_\_\_  
Other Action: \_\_\_\_\_

EXECUTIVE COMMITTEE ACTION

Adopted:   
For: 7  
Against: 0  
Abstain: 0  
Abs/Excd: 2

RE: COUNTY ADMINISTRATOR CONTRACT RENEWAL, 2020-2023

WHEREAS, the County Administrator's current employment contract has been in effect since 2015 and is set to expire on December 31, 2019; and

WHEREAS, with input and approval of the Executive Committee it is in the County's best interest to renew the contract to provide for continuity of leadership for the next four years; and

WHEREAS, the Executive Committee approved the terms of the contract which would extend the current County Administrator's position until December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the contract terms of the attached contract be approved as the terms and conditions of employment between La Crosse County and County Administrator Steve O'Malley for a period of four years commencing on January 1, 2020; and

BE IT FURTHER RESOLVED, that the County Board Chair and the County Clerk are directed to sign the contract after review by Corporation Counsel.

FISCAL NOTE: In 2020, the County Administrator's base salary will be \$191,797 and any increase granted by the County Board for non-union employees. The car allowance of \$2,400 and retention bonus of \$16,000 will remain the same each year. Funds will be provided in each of the budget years from 2020-2023 for salary and fringe benefits.

Date: June 12, 2019

EXECUTIVE COMMITTEE CHAIR

RECORDING CLERK

*Terri J. Parlic*

	Reviewed Only	Recommended	Not Recommended
Co. Admin.	_____	<u>30</u>	_____
Fin. Director	<u>SKD</u>	_____	_____
Corp. Counsel	<u>[Signature]</u>	_____	_____
Board Chair	<u>[Signature]</u>	_____	_____

Requested By: Tara Johnson  
Date Requested: June 3, 2019  
Drafted By: Corporation Counsel

Adopted by the La Crosse County Board this \_\_\_\_\_ Day of \_\_\_\_\_, 2019

## LA CROSSE COUNTY COUNTY ADMINISTRATOR CONTRACT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~ 2019 by and between the County of La Crosse and Steve O'Malley, of La Crosse, Wis.

WHEREAS the La Crosse County Board has appointed Steve O'Malley as County Administrator for County of La Crosse, and;

WHEREAS, it is necessary and desirable to fix the terms and conditions of employment for the top executive management position in the County employment service for the next four (4) years ~~2016-2019~~ 2020-2023.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERM OF OFFICE. The County Administrator shall serve at the will and pleasure of the La Crosse County Board within a specified term. This Agreement shall continue from January 1, ~~2016~~ 2020 through December 31, ~~2019~~ 2023 and then from year to year until terminated by the County or the County Administrator as provided in this Agreement.
2. DUTIES OF OFFICE. The County Administrator is an executive position in County Government created pursuant to s. 59.18, Wis. Stats. The County Administrator shall be the Chief Administrative Officer of La Crosse County and shall coordinate, direct and administer state and federal law, County ordinance and administrative rules. The duties and powers of the County Administrator shall be as set forth in s. 59.18, Wis. Stats. and s. 1.16 of the County Code.

The County Administrator agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient County operations. The County Administrator understands and agrees that an average level of performance is not acceptable under this contract and the County Administrator must consistently exhibit above average skill and diligence and initiative in exercising the duties of this position.

The County Administrator shall perform the functions set forth in the job description hereto attached and incorporated by reference as Exhibit A. It shall be the County Administrator's responsibility, however, to take the initiative in investigating other areas where operations may be coordinated, streamlined or made more efficient and the County Administrator shall make recommendations in these areas.

The County Administrator shall report to the Executive Committee, which shall provide supervision and instructions. However, the County Administrator shall be responsible to the La Crosse County Board.

3. COMPENSATION AND BENEFITS. In consideration for the duties and responsibilities required of the position of County Administrator, and this contract, La Crosse County agrees to pay and provide the salary and fringe benefits as set forth below and other benefits consistent with management employees of the County. ~~Starting January 1, 2012~~, The County Administrator shall be paid on a full time salary basis according to the salary schedule in this section. Compensation and benefits shall be administered at all times in accordance with the County Code of Ordinances. The salary paid by La Crosse County to the County Administrator is specifically agreed to compensate for all hours worked.

- A. Annual Base Salary: Effective Jan. 1, ~~2015~~ 2019 is ~~\$162,344 (step 4 – 2015 rate)~~ \$191,797 (step 4 - 2019 rate). County Administrator’s salary and benefits shall increase consistent with other management employees for the years beginning ~~2016~~ 2020. The Administrator’s pay plan includes the following steps (shown at ~~2015~~ 2019 rates):

	Step 1	Step 2	Step 3	Step 4
<del>B- 30</del>	<del>160,219</del>	<del>166,637</del>	<del>173,308</del>	<del>180,245</del>
B- 30	170,477	177,299	184,392	191,797

- B. Car Allowance. County Administrator will be provided \$200 per month car allowance. Reimbursement for travel outside the County on County business will be reimbursed according to County policy.
- C. Professional Development. La Crosse County agrees to budget for professional dues, travel and expenses for professional participation, including but not limited to ICMA, WCMA, NACO conferences / seminars.
- D. Vacation and Personal Days. County Administrator shall be granted 25 vacation days per year, earned on a bi-weekly basis to the maximum accrual allowed for non-union employees (50 days). In addition, County Administrator is to be granted 10 personal days per year to be used similar to vacation.
- E. Sick Leave Sick leave is earned at the rate of one (1) day per month worked to a max of days consistent with other non-union employees. Accrual of sick leave begins January 1, 2012 in addition to amounts previously accrued prior to this contract.
- F. Health, Dental, Life Insurance and Retirement County Administrator shall be eligible to participate in these benefits consistent with other management employees.
- G. Annual Retention Award. Acknowledging the importance of continuity in executive work, the Administrator shall be granted annually ~~\$12,000~~ \$16,000 paid 25% at the beginning of each calendar quarter of each year of the contract into a deferred compensation account in a pro-rated amount ~~and this amount shall be increased by \$ 1,000 for each year of the contract.~~ If Administrator voluntarily leaves employment before his anniversary date (August 8<sup>th</sup> of each year) the County may deduct any payment under this provision during that year from remaining pay.

4. PERFORMANCE EVALUATION. The Executive Committee, with input from the County Board, shall review and evaluate the performance of the County Administrator on ~~at least an annual a~~ regular basis. ~~Annually, t~~ The Executive Committee and the County Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the County. The review and evaluation of the County Administrator shall be based on specific criteria as the Executive Committee and the County Board may from time to time determine, which criteria shall be communicated to the County Administrator.
5. WORKING FACILITIES AND EXPENSES. The County Administrator shall be provided with an office, secretarial help, supplies and funding to accomplish the tasks of the office as authorized in the approved County Budget. La Crosse County acknowledges the value of employee participation in local civic clubs or organizations and accordingly shall pay for the reasonable membership fees and or dues to enable the County Administrator to become an active member of one such organization.
6. TERMINATION. During the term of this contract, the County Administrator shall serve at the pleasure of the County Board. The County Board may remove the County Administrator at any time that the County Administrator’s conduct of the county administration becomes unsatisfactory, as evidenced by a majority vote of the County Board at a duly authorized public meeting. A decision by the County Board to make substantial changes in the authority of the

position, or reduce the Administrator's compensation shall constitute termination (excluding changes in Health, Dental, Life and retirement consistent with other non-union employees).

7. SEVERANCE PAY. In the event the County Administrator is terminated by La Crosse County during such time that he is willing and able to perform his duties under this agreement, then in that event, La Crosse County agrees to pay to the County Administrator a lump sum cash payment equal to six (6) months aggregate salary and extend paid-up health insurance coverage to the County Administrator and his family for six (6) months following termination. The health insurance coverage shall terminate prior to the end of the six (6) months if the County Administrator has other health insurance benefits available to him through his next employer.

The severance payment and the health insurance coverage shall constitute a full settlement payment to the County Administrator. Severance is independent of any vacation accruals or use of accumulated sick leave toward retiree health insurance, consistent with non-union employees who retire or leave employment. La Crosse County's obligation to pay the settlement amount to the County Administrator shall be conditioned upon the County Administrator executing and delivering to La Crosse County a full, final, and complete release of any and all claims that the County Administrator may claim he has against La Crosse County, including but not limited to, any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as shall be required by Counsel for La Crosse County.

The County Administrator shall not be required to release any pending Worker's Compensation claim nor shall the County Administrator be required to release any claim that the County Administrator may have as to entitlement for unemployment compensation benefits arising out of the County Administrator's termination. Notice of termination shall be provided in writing to the County Administrator. If the County Administrator is terminated because of his conviction of any crime, except minor traffic offenses, then La Crosse County shall have no obligation to pay the severance set forth in this section.

8. RESIGNATION. In the event the County Administrator voluntarily resigns he shall provide sixty (60) days notice in advance of his termination in order to terminate in good standing with the County and to receive such termination benefits as are provided for employees terminating in good standing. No severance pay shall be paid in the event of voluntary resignation.

9. CONTRACT TERMINATION. It is expressly agreed by and between the parties that this is an "at will" contract and the County Administrator shall have no property right or vested interest in a continuation of this contract except for the Severance Pay provisions set forth in Article 7. If the La Crosse County Board makes a decision to terminate this contract, the County Administrator shall be notified of the decision of the County Board not less than sixty (60) days prior to the termination date. A sixty (60) day notice to end the contract or a reduction in base pay or benefits paid to County Administrator shall constitute termination.

10. HOURS OF WORK AND OUTSIDE ACTIVITIES It is recognized that the County Administrator must devote a great deal of time outside the normal office hours on business for the La Crosse County, and to that end County Administrator shall be allowed to establish an appropriate work schedule and to modify that schedule with the consent of the County Board Chair. The employment provided by this agreement shall be the County Administrator's sole employment. ~~Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to La Crosse County and the community, the County Administrator may elect to accept limited teaching, consulting or other business opportunities outside of normal business hours of La Crosse County. The County Administrator shall not engage in any such activity during normal business hours of La Crosse County, except while on vacation or personal days, without prior approval of the County Board Chair. De minimus use of County~~

~~equipment for such purposes is hereby authorized except the County Administrator shall comply with the electronic mail and internet policy of La Crosse County as set forth in s. 3.24 of the County Code.~~

11. MISCELLANEOUS. It is understood and agreed that this contract is to be construed under the laws of the State of Wisconsin and that this contract and the attached exhibits shall constitute the entire agreement between the parties. Any amendment of this agreement must be made in writing and signed by the parties prior to becoming effective.

Dated at La Crosse, Wisconsin this \_\_\_\_ day of June, ~~2015~~ 2019

County Administrator by

\_\_\_\_\_  
Steve O'Malley

Dated at La Crosse, Wisconsin this \_\_\_\_ day of June, ~~2015~~ 2019

La Crosse County Board by

\_\_\_\_\_  
Tara Johnson, County Board Chair

\_\_\_\_\_  
Ginny Dankmeyer, County Clerk

## LA CROSSE COUNTY ADMINISTRATOR: Summary of New Contract 2020-2023

Initially hired in August 2003, the original contract term was for 2 years (2003-2005) and renewed for an additional 2 years (2006-2007). Contract terms were modified into a four year agreement (2008-2011) with a four step pay plan, and then renewed for two successive four year terms (2012-2015 and 2016-2019). The current contract expires on December 31, 2019.

A copy of the current contract with proposed changes is attached. A summary of the changes is as follows:

1. Term of Office Current language - "The County Administrator shall serve at the will and pleasure of the La Crosse County Board within a specified term. This agreement shall continue from January 1, 2016 through December 31, 2019, and then from year to year until terminated by County or the County Administrator as provided in this Agreement."

The current contract requires 60-day notice by the Administrator to the County Board prior to the termination date. In the event of involuntary termination of employment during the contract, the current contract provides for six months lump sum severance payment of salary and health insurance.

***No significant changes in the term of office, proposed contract confirms existing terms for a new four-year period (2020-2023).***

2. Salary Currently \$191,788 Step 4 – 2019 rate
  - o Salary & benefits increase consistent with other management employees
  - o ***No change in salary range requested.***
3. Car Allowance \$200 per month, unchanged since 2003. ***No change requested.***
4. Professional Development Budget for dues and conferences. ***No change requested.***
5. Vacation and Personal Days 25 Vacation days, plus 10 personal days. ***No change requested.***
6. Sick Leave Earned 1 day per mo., same as other employees. ***No change requested.***
7. Health, Dental, Life Insurance and Retirement Eligible for these benefits consistent with other employees. ***No change requested.***
8. Annual Retention Award The 2016-2019 contract paid into \$12,000 into a deferred compensation account for 2016; this amount was increased by \$1,000 each year to, so by 2019 was a \$16,000 payment. ***No further increase requested (i.e., will remain at \$16,000 per year).***
9. Hours of Work and Outside Activities The current contract permits flexibility of hours for outside consulting or teaching. ***This provision will be removed since it has never been used.***

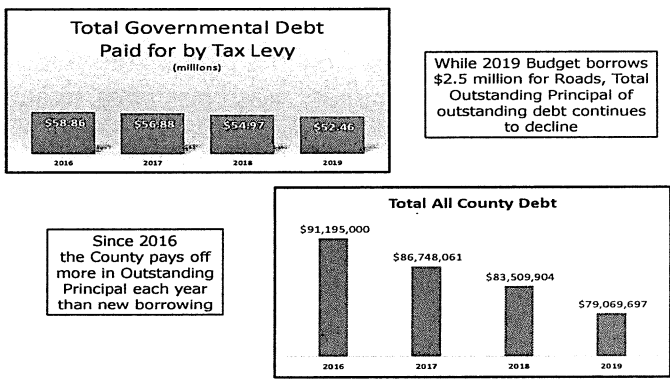
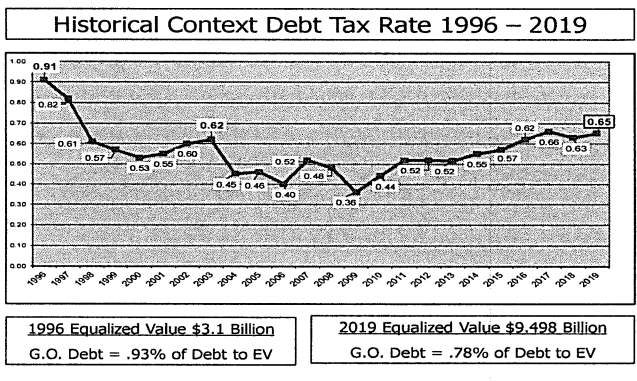
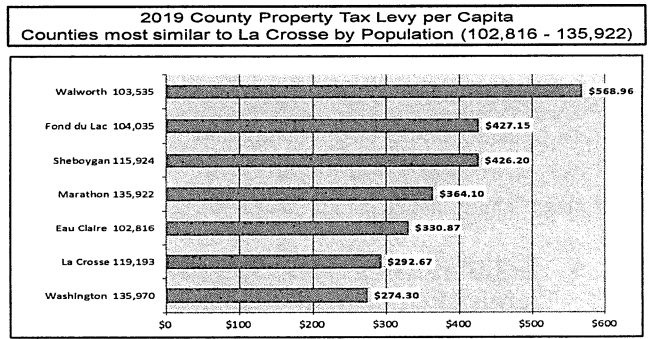
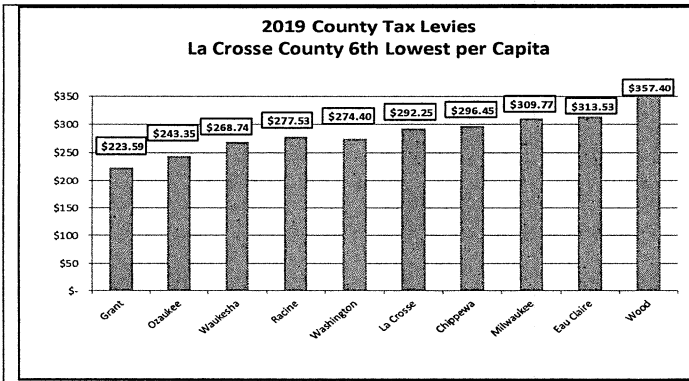
## Comparison of Administrative Options

	<b>County Executive</b>	<b>County Administrator</b>	<b>Administrative Coordinator</b>
<b>How created</b>	By board resolution or referendum	By board resolution or referendum	By board resolution or ordinance
<b>How chosen</b>	Elected <ul style="list-style-type: none"> <li>• four year term</li> <li>• non-partisan</li> </ul>	Appointed by majority vote of County Board	Appointed by majority vote of County Board
<b>Removal</b>	By Governor for cause	By majority vote of County Board	By majority vote of County Board
<b>Powers and Duties</b>	Per Wis. Stat. s. 59.17 <ul style="list-style-type: none"> <li>• “chief executive officer of the county”</li> <li>• Coordinate and direct all administrative and management functions of the county government not otherwise vested by law in other elected officers</li> <li>• Appoint (subject to board confirmation) Dept Heads, removes at pleasure</li> <li>• Prepares and presents budget to the Board</li> </ul>	Per Wis. Stat. s. 59.18 <ul style="list-style-type: none"> <li>• “chief administrative officer of the county”</li> <li>• Coordinate and direct all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officers</li> <li>• Appoint (subject to board confirmation) Dept Heads, removes at pleasure</li> <li>• Prepares and presents budget to the Board</li> </ul>	Per Wis. Stat. s. 59.19 <ul style="list-style-type: none"> <li>• “responsible for coordinating all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officers”</li> <li>• Subject to definition and direction by County ordinance</li> <li>• No specific authority unless granted by the Board</li> </ul>
<b>Ability to veto County Board?</b>	YES	NO	NO

*History:* Until 2002, La Crosse County had an Administrative Coordinator. When the acting Administrative Coordinator left his position in 2002, the position of Administrative Coordinator was reviewed. In the Spring of 2003 an advisory referendum on the question of whether La Crosse County should create the elected position of a County Executive was on the ballot. This advisory referendum failed. The position of County Administrator was created by board resolution in the Spring of 2003 and the position was filled in August of 2003.

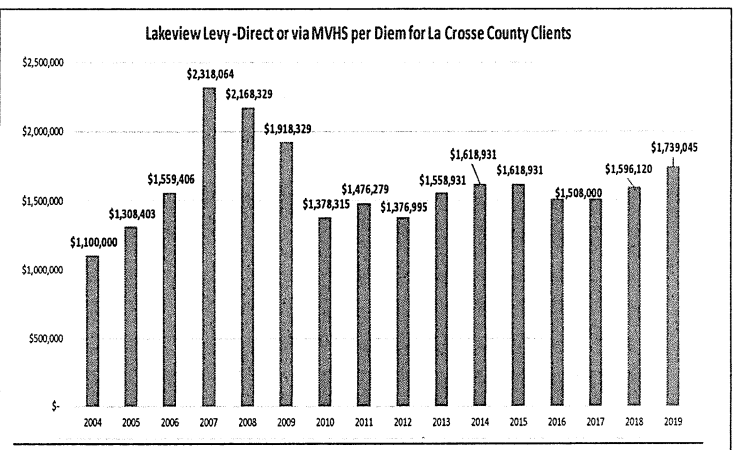
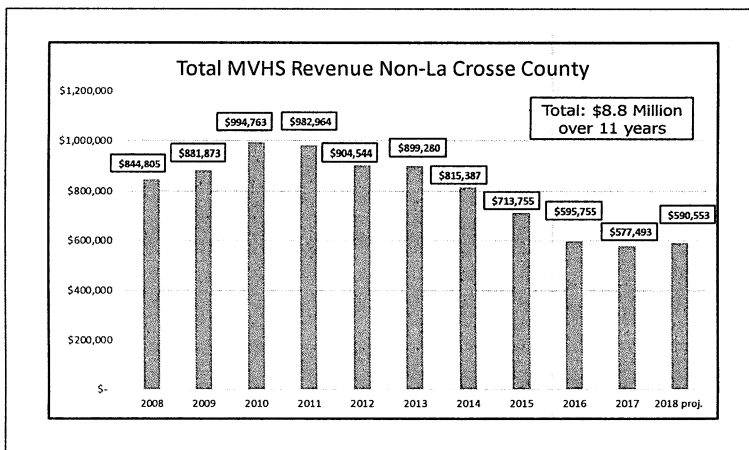
# 2019: Some Highlights of 15 Years as County Administrator

**1. Tax Levy Restraint** La Crosse has the 6<sup>th</sup> lowest tax levy per capita among all 72 counties. The average tax levy in counties of similar size is 31% higher or \$90 more per person/year. Multi-year debt planning has held the Debt Tax rate close to the 2003 level and outstanding principal continues to decline, while completing major projects.



**2. Collaboration, Innovation and Best of Public Service** While our work is inherently a team effort, there are two projects that I initiated that no other WI County has achieved:

- **First Ever Village - County Tax Increment District** Initiated the revenue sharing plan with the Village of West Salem to pay for infrastructure at the Lakeview Business Park. The park has added 225 jobs and over \$13.9 million value since 2003. Also, by combining TID and a federal EDA grant, County staff work resulted in over \$560,000 toward the new water reservoir in the Village.
- **Mississippi Valley Health Services Commission (MVHS)** The first ever multi-county partnership of 13 WI Counties operates our Lakeview Nursing Home, saving La Crosse County taxpayers over \$8.8 million over 11 years 2008-2018, while restraining tax levy cost for Lakeview. Creation of MVHS reversed a 1985 AG's opinion that forbid Counties to receive payments for the Medicaid loss of clients from another County.





**3. Recognition of Financial Strength and Reporting Excellence** In 2018, Moody's confirmed the County's Aa1 bond rating, stating "We consider the county's management team to be effective. Management has a demonstrated history of conservative budgeting practices with achieving positive budget-to-actual financial results". *Only five WI Counties have a higher rating.* Pursuing a goal that I initiated, the Finance Dept. has received its' eleventh Certificate of Achievement for Excellence in Financial Reporting by the Governmental Financial Officers Association (GFOA), the highest form of recognition in governmental accounting.

**4. Supporting County Departments and our work force** A primary role of the County Administrator is hiring the best talent available and supporting them to achieve results. Over the past 15 years, I have had the opportunity to hire 15 out of 17 appointed Department Heads, while working closely with all six elected department heads (5 elected since I was hired). The following collaborative efforts deserve to be highlighted:

- **Maintaining respectful employee relations after passage of Act 10** In response to major changes in terms of collective bargaining, I have led the response to preserve the majority of negotiated conditions of employment. This process included the transition to High Deductible Health Insurance while restraining premiums to save money for both the County and employees.
- **Sheriff / Facilities / Justice Support Services** completion of the new jail expansion, while becoming one of the first Counties to close the Huber Center and redirect resources into reducing recidivism through community based programs, treatment courts and enhanced programming opportunities.
- **Highway** The Commissioner successfully garnered \$7.3 million in federal or State grants for County roadway projects, including \$4.7 million for the jurisdictional transfer of CTH C for STH 108.
- **Solid Waste** The department successfully completed the Gas to Energy project with Gunderson Lutheran, selling previously unused landfill gas to provide energy to the Onalaska clinic.
- **Pay Schedule Market Adjustments** In the face of work force market challenges, we've made equity adjustments to nearly all of the pay scales to retain employees and attract candidates.

**5. Leading on Economic Development initiatives to build tax base and job growth**

- Sale of Park Plaza property to enable new residential development at the entrance of the City
- Purchase Schroeder property adjacent to landfill to facilitate new landfill access and future development
- Sale of approx. 24 acres next to landfill to City La Crosse for \$1 million for future industrial use. And proceeds dedicated to neighborhood revitalization program that has shown 10-1 return of new tax base.
- Guide the turnaround of failed residential development in Rockland that is now a success
- Sale of land to enable relocation of Hamilton town hall for new tax base in West Salem
- Lot C development to enable \$68 million Belle Square
- Sale of former Lakeview Nursing Home facility for future re-development
- Sale of former Administrative Center converted to 95 rental apartments and 18 condominiums

**6. Major capital projects completed during my tenure**

- \$29 million addition to the Jail / Law Enforcement Center on time and on budget
- \$17.5 million Lakeview Health Care Center campus
- \$23 million downtown campus project: converting former Bank building into new Administrative Center, addition to the Human Services Building and build out of unfinished space in the Law Enforcement Center
- Multi-year radio system upgrade, improving coverage throughout the County

**7. Community Service and Professional Development**

- Active member of La Crosse Downtown Rotary, named "Rotarian of the Year" 2017-2018 and recently elected to serve on the Board of Directors for a three year term.
- Volunteer fundraising and building with La Crosse Area Habitat for Humanity, awarded the "June Kjome Volunteer" recognition in 2018
- Completed three terms on La Crosse Promise Foundation Board of Directors in 2019
- Maintained "Credentialed" Manager status through International City-County Manager Association (ICMA)

# County Administrator - Two Year Work Plan Priorities

Listen Respectfully, Think Ahead, Act Responsibly  
January 2018 - December 2019

**VISION: Build on Assets, focus on Desired Results**

Model empowerment, build trust, set clear expectations for high achievement

Expect: Policy driven "Results" orientation, with an eye on the Future

## **BUDGET Goal: Monitoring, Guidance and Future Direction**

- Monitor Budget revenues and expenditures for potential problem areas
- 2018 & 2019 Tax Levy & rate, multi-year planning and changes in state/federal funding
- Monitor multiple issues impacted by anticipated changes in Medicaid funding
- Annual Highlights and comparison of property tax bills across the municipalities
- Evaluate Year End financials for monitoring in 2018 & 2019

## **CAPITAL EXPENDITURES Goal: Plan for infrastructure replacement**

- Explore Highway Transportation funding options including authority for additional revenues
- Continue with multi-year emergency radio system replacement
- Evaluate capital needs of the Hillview health care center building

## **COUNTY BOARD Goal: Enhance effectiveness of decision-making**

- Policy Planning agenda topics that enhance knowledge of entire County Board
- Develop means for improved reporting on program performance measurement
- Enhance committee agendas: Policy, Practice and People reporting
- Monthly reports to the County Board by all Departments
- Review and monitor agendas for County Board and Committees
- County Board Advance and Orientation of new board members for 2018-2020 term
- Improve support processes for all committees and boards

## **FINANCIAL Goal: Improve system and Plan for the future**

- Support Finance Department and new ERP system to enhance financial integration and cross training
- Pursue opportunities for land sales in West Salem to benefit Lakeview Health Care Center
- Continue with multi-year Debt Management Plan

## **PUBLIC RELATIONS Goal: Expand information access and visibility**

- Continue with branding work, use of consistent logo, signage and messaging
- Continue to promote recognition of departments and enhancements to County website
- Develop social media strategy including Facebook and improvement of County website

## **ORGANIZATIONAL EFFECTIVENESS Goal: Prepare for future needs**

- Evaluate organization of Internal Services and needs of Departments, including indirect costs
- Support additional integration of Long-Term Care services on Lakeview and Hillview campuses
- Develop recommendations for restructure of Solid Waste Department
- Medical Examiner process improvements
- Guide UW-Extension transition with new educator positions filled in 2018
- Organizational Succession Planning
- Input of committees with evaluation of Department Heads
- Guide the transition in Vector and Animal Control as result of 2018 budget changes
- Update and revise: Chapters 1, 2, 3 and 4 to clarify internal service policies
- Continue to mentor and guide the work of the Associate Administrator

## **EMPLOYEE RELATIONS / PERSONNEL Goal: Maintain positive environment**

- Continue Leadership Feedback meetings and communication
- Guide Health Insurance changes due to reforms and market changes
- Strive to maintain positive and respectful employee relations
- Address pay classification inequities and market issues: Admin/Fiscal/Para-Professional positions, Highway, Information Technology and "B" schedule pay-market study
- Enhance the County's approach to workforce competency on Diversity
- Develop response to workforce shortage and market challenges
- Safety and Building Security

## **SUSTAINABILITY Goal: Consider Natural Step Model in Decision Making**

- Insure that sustainability goals are incorporated in Capital Projects
- Respond to additional priorities developed by the Sustainable La Crosse Commission
- Evaluate roles and responsibilities for pursuit of sustainability in the organization

## **COMMUNITY BUILDING Goal: Relationship building w/ community**

- Housing Strategy, particularly in the City of La Crosse via Neighborhood Revitalization Program
- Downtown Rotary Club, La Crosse Promise Board and La Crosse Area Habitat for Humanity
- Support the work of La Crosse Area Diversity Council

## **ON-GOING LEARNING Goal: Expand opportunities across divisions**

- Continue annual Front Line Staff training
- Continued Cross-divisional and multi-county work, using Process Improvement Teams

## **PROFESSIONAL DEVELOPMENT Goal: Renewal for improving effectiveness**

- Maintain "Credentialed" ICMA Manager status via on-going professional Development