



RESOLUTION # 9-6/19

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

ITEM # 6-13

**BOARD ACTION**

Adopted:   
For: 22  
Against: -  
Abstain: -  
Abs/Excd: 6  
Vote Req: -  
Other Action: -

**EXECUTIVE COMMITTEE ACTION**

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

1 year - Dist 18

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

	Reviewed Only	Recommended	Not Recommended	
Co. Admin.		<u>30</u>		Requested By: Tara Johnson Date Requested: June 3, 2019 Drafted By: Corporation Counsel
Fin. Director	<u>SKD</u>			
Corp. Counsel	<u>JK</u>			
Board Chair	<u>JK</u>			

Adopted by the La Crosse County Board this 20 Day of June, 2019

STATE OF WISCONSIN  
COUNTY OF LA CROSSE

I, Ginny Dankmeyer, County Clerk of La Crosse County do hereby certify that this document is a true and correct copy of the original resolution required by law to be in my custody and which the County Board of Supervisors of La Crosse County adopted at a meeting held on the 20<sup>th</sup> day of June 2019.

Ginny Dankmeyer, La Crosse County Clerk

## 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, ~~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