

AGENDA

Eau Claire County

• Committee on Administration •

Tuesday, September 13, 2016

4:30 p.m.

Courthouse - Room #1273

721 Oxford Avenue • Eau Claire, WI

1. Call to Order
2. Proposed Closed Session pursuant to Wisconsin Statutes 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

Motion to Adjourn into Closed Session pursuant to Wisconsin Statutes 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

To wit: Civil Action/County Theft - Discussion/Action

Motion to go into Open Session. Committee Action.

3. Proposed Resolution 16-17/036 – Approving an Intergovernmental Cooperative Agreement with Dunn County for the Provision of Medical Examiner Services/ Discussion-Action (pgs . 2- 8)
4. Proposed Ordinance 16-17/037 – To Amend Section 2.04.435 A. of the Code; Committee on Administration; To Amend Section 2.04.445 of the Code: Committee on Judiciary & Law Enforcement; To Repeal and Recreate Section 2.12.140 of the Code / Discussion-Action (pgs . 9-10)
5. Selection of 2017 Generous Juror Recipient/Discussion-Action (pgs . 11-12)
6. Supervisory District 28 Vacancy / Discussion –Action
7. Administrative Updates/Discussion-Action
 - Administration Dept. Budget
 - Potential Ordinance Change on Public Comment (pg . 13)
 - Medical Examiner Update
 - Insurances Update
8. Review/Approval of Committee Minutes / Discussion-Action (pg . 14-15)
 - August 3, 2016
9. Adjourn

Post: 9/8/16 Media, Committee Members, Keith Zehms, Tim Sullivan, Sharon Rasmusson and Kathy Schauf

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 8394710 (FAX) 8391669 or (TDD) 8394735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.

FACT SHEET

TO FILE NO. 16-17/036

This Resolution approves an Intergovernmental Cooperative Agreement with Dunn County to provide Medical Examiner Services to Eau Claire County. Eau Claire County will appoint the Dunn County Medical Examiner as Eau Claire County Medical Examiner for an initial term beginning October 1, 2016 through December 31, 2021. The Agreement was negotiated by the County Administrator and Dunn County Manager and this collaborative effort has been approved by the Dunn County Board of Supervisors.

Dunn County's obligations are outlined in Article IV of the Agreement, included in the agenda packet incorporating and expanding upon the previous duties performed by the Medical Examiner. Quarterly reports will be provided to Eau Claire County as well as a written annual report. Eau Claire County's obligations are listed in Article V. of the Agreement. The Assistant to the County Administrator will be responsible for the day-to day management of the Agreement.

It is anticipated that this Agreement will result in savings to both counties. Eau Claire County will have a reduction in expenditures of 11.43%, resulting in levy savings of .34% in 2017. Eau Claire County will be billed monthly for services provided and will also receive a deposit with all monies due Eau Claire County from the fees imposed by ordinance.

Fiscal Impact: Levy savings of .34% in 2017 (\$129.00).

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

KRZ

Ordinance/16-17.036 Fact

2
3 - APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH DUNN
4 COUNTY FOR THE PROVISION OF MEDICAL EXAMINER SERVICES-

5
6 WHEREAS, on January 19, 2016 the county board appointed Dunn County Medical
7 Examiner Christopher Kruse to serve as Eau Claire County Medical Examiner for 6 months and
8 authorized the county administrator to extend the initial term through December 31, 2016; and
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10 WHEREAS, the Eau Claire County Administrator and Dunn County Manger have negotiated
11 an Intergovernmental Cooperative Agreement, a copy of which is attached, under which Eau Claire
12 County will designate the Dunn County Medical Examiner as Eau Claire County Medical Examiner
13 effective October 1, 2016 for an initial term through December 31, 2021; and
14

15 WHEREAS, the Dunn County Board of Supervisors has approved this collaborative effort;
16 and
17

18 WHEREAS, under the Agreement Eau Claire County will be billed monthly for services
19 provided which should result in savings to both counties.
20

21 NOW THEREFORE BE IT RESOLVED by the Eau Claire County Board of Supervisors that
22 it approves an Intergovernmental Cooperative Agreement with Dunn County for the Provision of
23 Medical Examiner Services effective October 1, 2016.
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25 BE IT FURTHER RESOLVED that the county administrator is authorized to execute the
26 Agreement and take all actions necessary to effectuate the intent of this resolution.
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39 Committee on Administration

40 KRZ

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42 Dated this _____ day of _____, 2016

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44 ORDINANCE 16-17/036

INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE PROVISION OF MEDICAL EXAMINER SERVICES

I. PARTIES

This Agreement is between Dunn County, Wisconsin, a quasi-municipal corporation located at 800 Wilson Ave., Room 103, Menomonie, WI 54751 and Eau Claire County, Wisconsin, a quasi-municipal corporation located at 721 Oxford Ave., Ste. 3520 Eau Claire, WI 54703.

II. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years with services commencing on October 1, 2016, and continuing through December 31, 2021, regardless of the dates of the signatures set forth below. After the initial 5-year term, this Agreement shall be automatically extended for up to two (2) additional two (2)-year terms unless otherwise terminated or amended. Notification of nonrenewal shall be made by either party in writing at least one hundred eighty (180) days prior to June 30, 2021. Unless otherwise agreed between the parties in writing, this notice period shall be strictly adhered to; untimely notice of nonrenewal shall be invalid and this Agreement shall renew. In addition, this contract may be terminated in accordance with the provisions of Article VII of this Agreement.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into an intergovernmental cooperative agreement authorized by Wis. Stat. § 66.0301 for the provision of Medical Examiner services by Dunn County to Eau Claire County.

IV. DUNN COUNTY'S OBLIGATIONS

Dunn County shall:

- A. Employ a Medical Examiner who will act as Eau Claire County Medical Examiner and provide all medical examiner services required by Wis. Stat. § 59.34 and Ch. 979, and a Chief Deputy Medical Examiner as full-time salaried FLSA exempt employees, and retain such additional Deputy Medical Examiners, employees or contract staff in sufficient number to meet the service demands of Dunn County and Eau Claire County. All Medical Examiner services and duties shall be performed professionally, courteously, and in a manner consistent with the sensitive nature of the work.
- B. Provide or arrange for all necessary in-service and continuing education training for the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and any other employees or contract staff retained by Dunn County.
- C. Provide sufficient Medical examiner time through the Medical Examiner, Chief Deputy Medical Examiner, Deputy Medical Examiners and other employees or retained contract staff to meet Eau Claire County's needs, which shall include providing a schedule of who is on call and contact information for all those listed in the schedule.
- D. File reports with law enforcement within six to eight weeks of death unless necessary information has not been provided to the Medical Examiner and then file a monthly update, and provide an up-to-date spreadsheet to Eau Claire County and law enforcement agencies upon request.
- E. Provide written quarterly reports to Eau Claire County of the number of autopsies performed, the number of cases investigated and closed, the number of pending cases and the causes of death for each case investigated. A written annual report on a form provided by Eau Claire County summarizing the medical examiner activities for the past year will be provided to the Eau Claire County Administrator by March 1 of each year.
- F. Deposit with Eau Claire County all monies which may come to the medical examiner belonging to Eau Claire County, and upon termination, return all equipment furnished by Eau Claire County; i.e. files, books, account vouchers and memorandums pertaining to the work performed by the medical examiner.
- G. Retain Eau Claire County's records in a separate facility for the time periods required by law.

- H. Dunn County's Medical Examiner shall accept appointment as Eau Claire County's Medical Examiner.
- I. Prepare procedures and protocols for all Medical Examiner activities, for use in Eau Claire County cases.
- J. The medical examiner and ME employees will comply with all policies and protocols of medical facilities in Eau Claire County.
- K. Provide a budget for the next calendar year annually on or before September 1.

V. **EAU CLAIRE COUNTY'S OBLIGATIONS**

- A. Eau Claire County shall designate the Medical Examiner for Dunn County as the Eau Claire County Medical Examiner.
- B. Eau Claire County shall pay for the actual cost of all expenses incurred by Dunn County attributable to the performance of Medical Examiner services for or on behalf of Eau Claire County, in direct proportion to expenses and services provided to Eau Claire County, including, but not limited to, the following:
 - 1. Salary, wage, and benefit expenses for provision of Medical Examiner services.
 - 2. Autopsies within Eau Claire County and at the University Hospitals-Madison and or Ramsey Regents Medical Examiner Office.
 - 3. Morgue Space Rental Expense.
 - 4. Assistant for Autopsies.
 - 5. Investigator expenses.
 - 6. Supplies: body bags, gloves, needles, etc.
 - 7. Laboratory Charges.
 - 8. X-Ray Charges.
 - 9. Histology.
 - 10. Forensic Pathologist.
 - 11. Transportation Expenses.
 - 12. Insurance Costs.
 - 13. Inservice and continuing education training of the Medical Examiner employees.

VI. **STATEMENT OF COMMITMENT; DISPUTE RESOLUTION**

- A. The parties are entering into this Agreement with a full understanding that the success of Dunn County providing Medical Examiner services to Eau Claire County depends upon the commitment of the parties to work diligently and cooperatively to accomplish their mutual objectives with respect to Dunn County's provision of Medical Examiner services to Eau Claire County, including, but not limited to, quality of service and continuity. To that end, both parties agree to use good faith and their best efforts to implement and carry out this Agreement.
- B. The parties shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation. When a disputed issue arises, the County Representatives shall commence discussion and negotiations with respect thereto. If the issue cannot be satisfactorily resolved within sixty (60) days of commencement of negotiations, both parties may mutually agree to mediation or either may pursue any remedy to which they are entitled under this Agreement, or in law or equity.

VII. **TERMINATION**

- A. This Agreement may be terminated without cause by either party upon 180 days written notice and shall be subject to review from time to time at the request of either party.
- B. Either party may terminate this Agreement based upon the other party's material breach of the Agreement, so long as (1) the terminating party provides the non-terminating party written notice of at least 90 days; (2) such written notice explains and describes the nature of the material breach in reasonable detail; and (3) the breaching party is given a reasonable period of time to cure.
- C. Should Eau Claire County terminate this Agreement prior to expiration of the original 5-year term or any subsequent renewal, or should Dunn County terminate this agreement for a material breach

by Eau Claire County, Dunn County shall make every effort to reassign any employees affected by the decreased workload resulting from the termination of this Agreement. In the event that Dunn County is required to lay employees off as a result of termination of this contract due to either of the circumstances described immediately above in this paragraph C., Eau Claire County shall pay Dunn County the costs of unemployment benefits for such personnel until such time as they are rehired or no longer receiving unemployment compensation. Such costs will be billed to Eau Claire County on a monthly basis on terms of 30 days net.

VIII. PAYMENTS TO DUNN COUNTY

Dunn County will account for expenses and provide an itemized monthly billing statement that conforms with V.B. to Eau Claire County, which shall be paid by Eau Claire County on a monthly basis on terms of 30 days net.

IX. COUNTY REPRESENTATIVES

For Eau Claire County : Sharon Rasmusson, Assistant to County Administrator, 721 Oxford Avenue, Eau Claire, WI, 54703, (715) 839-6143; Email: sharon.rasmusson@co.eau-claire.wi.us

For Dunn County: Eugene C. Smith, County Manager, 800 Wilson Avenue, Room 103, Menomonie, WI 54751, (715) 232-2429; Email: gsmith@co.dunn.wi.us.

X. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail to Dunn County Manager, Dunn County Government Center, 800 Wilson Ave., Room 103, Menomonie, WI 54751, and to Eau Claire County Administrator, 721 Oxford Ave., Ste. 3520, Eau Claire, WI 54703.

XI. INDEPENDENT PROVIDER STATUS

The relationship of Dunn County to Eau Claire County shall be that of an independent contractor. Dunn County shall perform this Agreement through its own means and according to its own methods, free from any control of Eau Claire County as to the manner and method of its professional performance hereunder. Nothing in this Agreement shall be construed so as to deem Dunn County, its employees, or agents as employees of Eau Claire county for any purpose, including but not limited to compensation, fringe benefits, insurance coverage or otherwise. Dunn County has no authority to incur any obligation for or on behalf of Eau Claire County.

XII. INSURANCE

Dunn county shall maintain: (1) Worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (2) Business liability insurance against any and all claim(s), which might occur in the carrying out of this Agreement, with minimum coverage of five hundred thousand dollars (\$500,000.00) combined single limit liability; (3) Professional liability insurance with minimum coverage of one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) aggregate; and (4) Financial dishonesty bond in the amount of \$500,000. Dunn County shall supply insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this Agreement, with Eau Claire County named as an additional insured on such certificate(s).

XIII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

XIV. LIABILITY

It is mutually agreed by Dunn County and Eau Claire County that, as related to this Agreement, any loss or expense or resultant legal liability, involving personal injury or property damage, will be the responsibility of the party whose officer, employee or agent may have caused the loss or expense by his or her respective actions, acts, activities or omissions which occurred or may occur in connection with this agreement.

XV. NON-DISCRIMINATION

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, creed, color, sex, national origin, or ancestry, disability as defined in Section 504 and the Americans with Disabilities Act (ADA), arrest or conviction record, sexual orientation, political affiliation, marital status, or military participation as provided in Wisconsin Statutes and the Wisconsin Administrative Code. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

XVI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this Agreement, Dunn County agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. Dunn County shall be subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire, a public entity. Dunn County is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its Agreement with Eau Claire County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. Dunn County shall provide a similar notice to all its subcontractors.

XVII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XVIII. SEVERABILITY

Should any article or any part of any article of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other article or any part of any article in this Agreement.

XIX. JURISDICTION AND VENUE

The laws of the State of Wisconsin shall govern this Agreement and executed amendments thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be exclusively in Dunn County Circuit Court, Menomonie, Wisconsin.

XX. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XXI. CONFIDENTIALITY OF MEDICAL AND PATIENT RECORDS

The parties mutually agree to protect and maintain the confidentiality of all medical and patient records developed in the course of fulfillment of these contractual obligations.

XXII. NON-ASSIGNMENT OF AGREEMENT

The parties agree that there shall be no assignment or transfer of this Agreement, or any interests, rights or responsibilities herein contained, except as agreed to in writing.

XXIII. MODIFICATIONS TO AGREEMENT

All modifications or amendments to this Agreement shall be made in writing, and signed by both parties.

XXIV. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

XXV. INTEGRATION OF AGREEMENT

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Lessee and the Lessor relating to the subject matter.

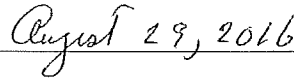
XXVI. AUTHORITY TO ENTER INTO AGREEMENT

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement and its Attachments, if any, consisting of five (5) typewritten pages; they have authority to enter into this Agreement on behalf of the Entity they are signing for; they are knowingly, freely, and voluntarily entering into this Agreement; and that they accept and agree to be bound by the terms and conditions of this Agreement and its Attachments as outlined in this Agreement.

DUNN COUNTY:



Eugene C. Smith
DUNN COUNTY MANAGER



(Date)

EAU CLAIRE COUNTY:

Kathryn A. Schauf
EAU CLAIRE COUNTY ADMINISTRATOR

(Date)

FACT SHEET

TO FILE NO. 16-17/037

Sections 1 and 2. Transfer oversight of the medical examiner from the committee on judiciary and law enforcement to the committee on administration. The county administrator's office is responsible for the management of the intergovernmental cooperative agreement with Dunn County.

Section 3. Most of the detail previously contained in 2.12.140 of the county code has been eliminated since the service will now be provided by Dunn County through an intergovernmental cooperative agreement included in the county board packet with Resolution File No. 16-17/037.

Fiscal Impact: None for the ordinance changes.

Respectfully Submitted,



Keith R. Zehms
Corporation Counsel

KRZ/yk

Ordinance/16-17.037 Fact

4 - TO AMEND SECTION 2.04.435 A. OF THE CODE: COMMITTEE ON
5 ADMINISTRATION; TO AMEND SECTION 2.04.445 OF THE CODE:
6 COMMITTEE ON JUDICIARY AND LAW ENFORCEMENT; TO REPEAL
7 AND RECREATE SECTION 2.12.140 OF THE CODE -

8 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

9 SECTION 1. That Subsection A. of Section 2.04.435 of the code be amended to read:

10 A. The committee shall be responsible to the county board for the departmental
11 policy and oversight of the offices of the county administrator, corporation counsel, information
12 systems director, facilities director, county medical examiner, veteran services director and
13 veterans service commission. In addition the committee shall have the following specific duties:
14

15 SECTION 2. That Subsection A. of Section 2.04.445 of the code be amended to read:

16 A. The committee shall be responsible to the county board for the departmental
17 policy and oversight of the sheriff's department; the offices of the district attorney, clerk of
18 courts, ~~county medical examiner~~, register in probate, children's court services and family court
19 commissioner; secure and nonsecure juvenile facilities; criminal justice collaborating council and
20 law library.
21

22 SECTION 3. That Section 2.12.040 of the code be repealed and recreated to read:

23 2.12.140 Medical examiner system.

24 A. Appointment. The medical examiner shall be appointed by the county board,
25 pursuant to Wis. Stat. § 59.34(1)(a), upon the recommendation of the committee on
26 administration.
27

28 B. Fees. The medical examiner and any deputies shall collect all such fees which
29 they are entitled by law to receive, as provided in Wis. Stat. § 59.38(1). Except in situations
30 involving indigents, \$150.00 shall be collected for the issuance of a cremation permit in
31 accordance with Wis. Stat. § 59.36, \$100.00 as the fee for signing death certificates and \$50.00
32 for issuing a disinterment and reinterment permit pursuant to Wis. Stat. § 69.18. The finance
33 department shall bill the appropriate funeral home directly for these fees.
34

35 C. Statutory Duties. The medical examiner shall perform all statutory duties
36 including but not limited to those set forth in Wis. Stat. § 59.34(1)(a), Wis. Stat. ch. 59 and Wis.
37 Stat. ch. 979.
38

39 ADOPTED:

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Committee on Administration

48 KRZ/yk

49 Dated this _____ day of _____, 2016.

Eau Claire County
Office of County Administrator
721Oxford Avenue
Eau Claire, WI 54703-5481



MEMO

TO: Committee on Administration
FROM: Sharon Rasmuson
RE: 2017 Generous Juror Program
DATE: September 6, 2016

An email was sent to department heads asking for input regarding county programs that could be considered for the 2017 Generous Juror Program. The following programs were advocated:

1. **Meals on Wheels**. The ADRC operates the Meals on Wheels program for Eau Claire County. This program delivers a hot, freshly prepared meal daily to homebound seniors throughout Eau Claire County. The program is funded through the Older Americans Act and voluntary contributions from the participants.
2. **Adaptive Equipment Loan Program**. The ADRC operates an adaptive equipment loan program. Eau Claire County residents are able to 'rent' adaptive equipment such as walkers, wheelchairs, etc. for up to 3 months to accommodate a short-term injury or to test out a piece of equipment to make sure it helps as desired before committing to a costly purchase.
3. **Kids N'Cops**. Since 1991, the Eau Claire County Sheriff's Office and area Law Enforcement Agencies have annually taken 50-100 Eau Claire County children in need from the ages of 4-11 shopping for Christmas. The program enables officers, family members and friends to share a little Christmas cheer; as well as, get to know some of the children of our community. The mission for the Kids N'Cops program is to build collaboration between the Law Enforcement officers and civilians that volunteer their time to provide a positive impact on the children and to serve their needs.

Phone: (715) 839-5106 Fax: (715) 839-6243
email: admin@co.eau-claire.wi.us

"To provide quality, innovative and cost effective services that safeguard and enhance the well residents and resources."

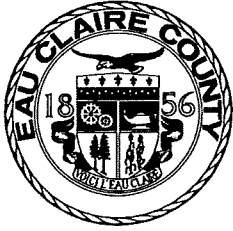
4. **Drug Endangered Children (DEC).** Eau Claire County joined in 2013. A Drug Endangered Child is any child (born or unborn) at risk of: neglect, sexual/physical abuse, emotional abuse or mental harm by the parent's/caregiver's use, distribution, or manufacture of cocaine/methamphetamine, THC, Heroin, and Prescription Medication. The purpose of Eau Claire County DEC is to collaboratively intervene on behalf of the children who have been exposed to a dangerous drug environment. DEC will identify children who have been in these environments and provide protection and treatment to the children and family members so they have an opportunity to live in a drug-free atmosphere.

Law enforcement will actively identify these endangered children and refer those responsible for effective prosecution for child endangerment or neglect in addition to the drug charges stemming from the illegal drug activities. DEC will also partner with our community to prevent and educate on the dangers of drugs to our children.

5. **AIM Court.** The mission of AIM Court is to provide support, education, direction and encouragement to women who have issues with AODA and/or mental health concerns so that they can be empowered to establish a healthy crime free life style. The goal is to keep families healthy and intact utilizing the art of persuasion vs. punishment.
6. **Mental Health Court.** The Eau Claire County Mental Health Court Program was developed to improve the response of the Eau Claire County criminal justice system to people with mental illness. The Eau Claire County Mental Health Court diverts from jail to treatment, people with serious mental disorders charged with misdemeanors and non-violent felonies. The court may require participants to comply with community programs for mental health and chemical dependency treatment. The court monitors participant compliance with the court requirements and recommended treatment. The court works to improve a participant's recovery and reduce his/her involvement in the criminal justice system.

Committee decision regarding the 2017 recipient is now needed. Once the program has been selected, I will process the paperwork accordingly.

Thank you.



OFFICE OF CORPORATION COUNSEL

EAU CLAIRE COUNTY
EAU CLAIRE COUNTY COURTHOUSE
721 OXFORD AVE., SUITE 3520
EAU CLAIRE, WI 54703

PH: (715) 839-4836 Fax: (715) 839-6243



ASSISTANT
CORPORATION COUNSEL

Timothy J. Sullivan
Sharon G. McIlquham
Richard A. Eaton

CORPORATION COUNSEL

Keith R. Zehms

MEMORANDUM

TO: KATHRYN A. SCHAUF, COUNTY ADMINISTRATOR

FROM: KEITH R. ZEHMS, CORPORATION COUNSEL *Keith*

DATE: AUGUST 10, 2016

SUBJECT: COMMITTEE MEETINGS

You have indicated that Supervisor Wilkie wanted an ordinance drafted for review by the committee on administration to require public comment at committee meetings. I have taken a survey on the Corporation Counsel List Serve to see how other counties handle this and received responses from 19 counties. Seventeen counties have public comment at committee meetings. Of the 17 counties who have public comment 1 was pursuant to an Ordinance or county board rule and 16 were up to committees or committee chairs. Of the 2 no votes 1 county allowed comments on agenda items if an individual registered one week in advance of the committee meeting and the other allowed comment if at the committee meeting a board member asked that a non-member be allowed to speak.

One way of requiring public comment in committee meetings would be to create Section 2.04.140 K. of the code as follows:

“K. All committees shall have a public comment item on each agenda.”

If you have any further questions or need further information please let me know.

MINUTES

Eau Claire County

• Committee on Administration •

Wednesday, August 3, 2016

4:30 p.m.

Courthouse - Room #3312

721 Oxford Avenue • Eau Claire, WI

Members Present: Gregg Moore, Kathy Clark, Colleen Bates, Jerry Wilkie and Mark Beckfield

Staff Present: Kathy Schauf; County Administrator, Keith Zehms; Corporation Counsel, Dave Hayden; Information Systems Director and Sharon Rasmusson

Chairman Moore called the meeting to order at 4:30 pm.

Review / Approval of Committee Minutes / Discussion – Action

- July 12, 2016
- July 28, 2016

ACTION: Supervisor Bates made a motion to approve the July 12, 2016 and July 28, 2016 committee minutes. Motion carried unanimously.

2016 United Way Day of Caring & Day Off w/Initiatives Request – September 23, 2016 Discussion –Action

<https://www.uwgcw.org/day-caring>

This years United Way Day of Caring will be held on Friday, September 16th. Employees will need to utilize PTO time to participate in the event and each department must maintain adequate staffing. Members discussed previous year's contributions by County staff.

ACTION: Committee supports county employees participating in the 2016 United Way Day of Caring on the condition that departments are adequately staffed and that PTO is used for volunteer hours.

In the past, the committee has approved an incentive for employees that contribute to United Way whereby their names are put into a drawing for a Day Off with Pay during the United Way Kick Off event. County Administrator is requesting to keep this incentive for this year's event.

ACTION: Supervisor Wilkie made a motion to approve the day off with pay incentive. Motion carried, 5-0.

2017 Budget Follow-up / Discussion-Action

Information Systems: Dave Hayden walked the committee through his capital improvement budget. More PC replacements (held off last year due to Windows 10) and replacing technology that is 5,6 or 7 years old. Big driver is the voting machines in the county clerk's office. County Administrator stated that the county is not responsible to provide voting machines.

Still outfitting squads with select equipment. Supervisor Wilkie is concerned that not all squads have video equipment and encourages IS to consider adding this video equipment to the department's capital budget. Body camera issues also need to be resolved yet.

County Administrator Schauf mentioned to the committee that she has met with a group of department heads with regard to the Capital Improvement Program. There is a possibility that some items be moved from capital to the operating budget.

Motion by Supervisor Clark to approve of the IS capital budget with an amendment of adding video equipment to squad cars. Motion carried, 5-0.

Administration: Motion by Supervisor Wilkie to approve of the budget request and performance measures for Administration. Motion carried, 5-0.

County Board: Supervisor Wilkie recommends that the Committee on Administration look at performance measures for county board next year. Committee directed County Administrator to place this on the April 2017 committee agenda. Supervisor Bates would like the whole of the board to look at this. Motion by Supervisor Bates to approve of the budget request for the county board account. Motion carried.

Governmental Agreement with Dunn County for Medical Examiner Services/Discussion-Action

Committee discussion centered around the proposed contract with Dunn County. Corporation Counsel will provide an ordinance and fact sheet for the September meeting. It is anticipated that the contract will be effective October 1, 2016.

Performance Measures for County Board /Discussion- Action

(see above)

CGI Community Video Update/ Discussion-Action

Chairperson Moore provided a brief update and stated CGI representatives will be in the county August 22-23, 2016 for videotaping. This is a great opportunity to showcase the county through a video on the county website.

The meeting was adjourned at 5:30 pm by unanimous consent.

Minutes respectfully submitted by,

Sharon Rasmusson
Committee Clerk