Notice of Public Meeting

Tuesday, October 24, 2017 8:30 a.m.

ADMINISTRATIVE COMMITTEE

1 01 13

Door County Government Center Chambers Room, 1st floor 421 Nebraska Street, Sturgeon Bay, WI

Oversight for Child Support, Clerk of Court, Circuit Court, Corporation Counsel, County Administrator, County Clerk, District Attorney, Human Resources, Register in Probate, and Veteran's Service Office

AGENDA

- 1. Call Meeting to Order
- 2. Establish a Quorum ~ Roll Call
- 3. Adopt Agenda / Properly Noticed
- 4. Correspondence
- 5. Public Comment
- 6. New Business (Review / Action)
 - Request to Refill: Director of Emergency Services
 - ◆ Approval of Contract Extension for RW Management Emergency Services Director
- 7. Next Meeting Date(s): Regular Meeting November 7, 2017 9:00 a.m.
- 8. Meeting Per Diem Code
- 9. Adjourn

Deviation from order shown may occur

Door County Human Resources Form #: 2015-04		Title: Request to Refill Position			
Date Created 11/19/2014	Date Revised 07/23/2015	Please reference the most current copy of the Door County Employee Handbook and Administrative Manual.			
DEPT. HEAD TO CO	OMPLETE:				
Department <u>E</u>	mergency Services	Position Title: <u>Director of Emergency Services</u>			
Position Status:	□ Currently v	acant Will be vacant Date Vacant:			
	☐ Part Time	☐ Limited Term ☐ Project Hours per week:			
Reason for Vacancy	: Separation	n 🗌 Transfer 🔲 Retirement 🖂 Resignation 🔲 Death			
Discuss turnover with	h the department in t	he previous 18-24 months: na			
Transfer: why is the	new position more a	ttractive to employee than current one? <u>na</u>			
Name of Current / M	ost Recent Incumber	nt: Jeff Roemer (RW Management)			
Is office space, furnit		ment available? Yes No			
Reviewed, updated, Job Analysis Job Descript	Questionnaire	man Resources:			
Completed by: Ke	n Pabich	Date September 26, 2017			
Financial Informati	on:				
Salary Range: <u>G</u>	rade N	Is the Position Budgeted: X Yes No			
Funding Source:		Grant Funded % Souther Tax dollars outside levy limit % 100			
⊠ Fiscal Impa	act, from Finance Dep	partment, completed and attached			
HR TO COMPLETE					
EEO ρ	refession	FLSA Status EXEMPT			
Human	Resources has perfo	rmed a position review? (HR initial), Date 9/21/17			
☐ The Job	Analysis and Job De	escription have both been updated and signed? (HR initial)			
Approvals:					
County Adminis	strator	Date_September 26, 2017			
Oversight Com	Oversight Committee Chair Date October 3, 2017				
	re and approve of the e per Admin. Manual	refill and the process moving forward (posting/advertisement/selection for interviews/offer and may section 2.04.			
☐ I want to p	participate	I do not wish to participate			
	Committee Chair _	Date			
	re and approve of the e per Admin. Manual	refill and the process moving forward (posting/advertisement/selection for interviews/offer and may section 2.04.			
☐ I want to p	participate	☐ I do not wish to participate			

County of Door Emergency Services Chief

Job Title	Emergency Services Chief	Last Revision	10/07/2015
Department	Emergency Services	HR Reviewed	01/01/2017
Division		Employee Group	General Municipal Employee
Report To	County Administrator	FLSA Status	Exempt
Pay Grade	N	EEO Code	02 – Professional

General Summary

The Emergency Services Chief is responsible to plan, organize, implement, administer and manage operations and programs in the Door County Emergency Services Department. The Emergency Services Chief shall assign and direct subordinates, ensuring all policies, rules, regulations, orders, procedures and directives are enforced and implemented. He or she shall make final decisions or recommendations in the hiring, promotion, transfer, discipline or discharge of department employees in accordance with the Emergency Services Department and County Policies and Procedures, and State of Wisconsin laws, rules and regulations pertaining to emergency management and emergency medical services operations.

This position requires the ability to exercise independent judgment in meeting numerous, varied emergency situations and knowledge of existing laws, regulations, and policies in both Emergency Medical Services as well Wisconsin Emergency Management and FEMA regulations. "The head of emergency management for Door County, with the duties and powers set out in Chapter 323 Wisconsin Statutes, or as hereafter amended or revised." In time of disaster this position will make major decisions that will include potential liability, financial and employment ramifications for the County.

Duties and Responsibilities

Essential Functions - Emergency Medical Services

- 1. Plan, organize, implement, administer and manage the entire Emergency Services Department.
- 2. Responsible for purchasing and maintaining adequate inventory of department supplies and requisitions, purchases supplies and equipment and maintains adequate inventory.
- 3. Prepare and present annual budget to appropriate committees and County Board. Compile a variety of monthly and yearly reports for both Emergency Medical Services (EMS)/Emergency Management (EM) for County, State and Federal government reporting.
- 4. Responds to emergency calls for medical help, hazardous material spills, natural or man-made disasters.
- 5. Facilitate effective relationships between law enforcement, fire departments, EMS, health department and volunteer organizations active in disaster services. Maintain professional working relationship with officials and all appropriate agencies.
- 6. Oversees contracts and/or agreements with local municipalities for ambulance and supplies.
- 7. Provides medical protocols to local first response groups and acts as a resource to groups.

County of Door Emergency Services Chief

Essential Functions - Emergency Management

- 1. Develop and maintain the Emergency Operations Plan (Annexes & Emergency Support Functions (ESF's) for Door County and coordinate the plans with appropriate officials, agencies and municipalities. Prepares Emergency Management and Emergency Planning and Community Right-to-Know Act (EPCRA) annual budgets.
- Develop and promulgate EPCRA County-wide plan and facility off-site plans in accordance with State and Federal requirements. Advise Local Emergency Planning Committee (LEPC) of ongoing activities. Oversee LEPC as directed by state statutes. Advise the State Administrator of Wisconsin Emergency Management (WEM) of all emergency planning for the county and render such reports as required.
- 3. Develop and coordinate disaster preparedness training, as well as, disaster exercises (including full-scale exercises) per state requirements.
- 4. Coordinates emergency operations in time of disaster or emergency. Acts as Emergency Operations Center (EOC) Manager when EOC is activated. Responds to hazardous material spills, natural or manmade disasters, provide the public with information and summon appropriate assistance.
- 5. Maintains legal basis for Emergency Management programs including mandates by federal and state law, are supported by current ordinance(s) and/or resolution(s) for EM functions.
- 6 Completes grant applications. Closely monitor grants to confirm requirements are met. Maintain records to satisfy audit requirements.
- 7. Completes the Plan of Work (POW) that will address planning, development, educational outreach & mitigation needs to be fulfilled during the year.

General Job Functions

- 1. Manages department budget to ensure sufficient funds to perform operations of department.
- 2. Responsible for department employees training and provide quality care of the sick and injured.
- 3. Responsible for public relations for the department in the community providing information to the public so they understand of roles and responsibilities of the EMS/EM department.
- 4. Attends area, State and Federal training programs and meetings.

Requirements

Training and Experience

- 1. Bachelor's degree in Business Management, Public Administration or a closely related field from an accredited university or college or equivalent work experience.
- 2. Licensed Paramedic in the State of Wisconsin preferred.
- 3. A minimum of four (4) to six (6) years of experience as a supervisor strongly preferred.
- 4. Five (5) or more years' experience in emergency medical care.
- 5. Four or more years' experience in Emergency Management or be able to obtain all state required certifications within three (3) years.
- 6. Current valid Wisconsin driver's license required.

Knowledge, Skills, and Abilities Required

- 1. Considerable knowledge of all aspects of emergency medicine and emergency management activities.
- 2. Knowledge of emergency pre-hospital medical treatment procedures and practices.
- 3. Working knowledge of bookkeeping practices, Medicare, Badger Care and insurance programs.
- 4. Capable of remaining calm and effective in emergency situations. Ability to deal with emotions of others

County of Door Emergency Services Chief

and show compassion.

- 5. Ability to evaluate maintenance programs for equipment and training. And ability to maintain and control inventory of supplies.
- 6. Ability to read, comprehend, and communicate, both verbally and in writing as well as effectively administer by written, and verbal communications.
- 7. Ability to use tact and courtesy in maintaining an effective working relationship with department employees, county supervisors, county officials, and general public.

Physical & Working Conditions

It is the duty of Paramedics to provide emergency medical treatment in all circumstances. Must be able to lift up to 100 lbs. with assistance, effectively perform in all types of weather and environments; interact with people who vary from hostile and violent to those that need immediate medical treatment and may have a communicable illness or disease which may have potential to harm self. Occasionally operate an ambulance in heavy traffic or on wet and slippery roads; be present at fires, toxic spills, car accidents involving bodily harm. This position may place Paramedics in many dangerous and hazardous situations.

Extreme caution and use of proven precautionary safety and work methods must be used to avoid injury or harm to self. Working "on-call" may be disruptive to domestic relationships and planning off duty time.

In an effort to provide for continuity of County government and to cope with the problems of the emergency, you may be required to work during a proclaimed state of emergency, consistent with Sec 323.14 Wis. Stats. and County emergency management plans and programs.

The above is intended to describe the general content of the requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements. They may be subject to change at any time due to reasonable accommodation or other reasons.

Approvals:	
	10-19-17
Ken,P. Pabich, County Administrator	Date
KuliA. Dunder	10/19/17
Kelly A. Hendee, Human Resources Director	Date

	REQU	EST FOR FISC	CAL IMPACT II	NFORMATION			
		RECLASSIFICATION			CHANGE FTE/Hours		
		FTE/Hours		From	п		
	,	Job Class			CHANGE JOB CLASS/STEP		
,		Step		From	n TO		
,		Rate					
	Position Title	9		EMS Director	- Grade N		,
•	Effective Dat			- Line Director	6 Mo		
	Effective Da	le		700 St. 1 St. 20 3 3 5 5	6 1010		
	Departmen	nt		EMS	Sub Dept		
FTE/Hrs	@ Rate	2017 TOTAL SALARY			2017 TOTAL BENEFITS		TOTAL SALARY and Benefits
EMS Director Gr	ade N-Step 1						
1.00	\$33.53	69,742			40,635		110,377
				istr.			
EMS Director Gr							
1.00	\$39.09	81,307			43,563		124,870
		2017			Total Salary and Benefit	Decrease	(14,493)
FTE/Hrs	@ Rate	TOTAL SALARY			TOTAL BENEFITS		TOTAL SALARY and Benefits
EMS Director Gr	ade N-Control Po						
1.00	\$38.32	79,706			43,157		122,863
EMS Director Gr	ade N						
1.00	\$39.09	81,307			43,563		124,870
					Total Salary and Benefit	Increase	(2,007)
•	•			Dept Head Signature	Mar 2. ganial 9/20/2017	<u>.</u>	Finance Director
				Date	10010011		

Disclaimer: This Fiscal Impact does not include Step 2 \$34.49, Step 3 \$35.45, Step 4 \$36.40, or Step 5 \$37.36.

This Fiscal Impact is an example illustration of what the costs would be for this position/position change. It is based on estimates and assumptions provided by the Human Resources Department and/or the department in which this position works. Because these estimates and assumptions may change, or may be different than the actual circumstances at the time that this position is filled or this position change takes place, there may be a difference between the costs projected in this Fiscal Impact and the actual costs.

M:\Budget County 2018\2018 Fiscal Impacts\2018 Fiscal Impact - EMS Director



COUNTY OF DOOR

County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235

Ken Pabich

County Administrator (920) 746-2303 kpabich@co.door.wi.us

MEMORANDUM

TO: **Emergency Services Committee**

FROM: Ken Pabich, County Administrator

DATE: October 3, 2017

RE: Plan of Action for Emergency Service

Background

After the last meeting with Administrative and the Emergency Services, the committee suggested that we put together an entire plan of action of how we are moving forward with the department. This plan addresses the Director position, the transition plan, future position(s) and the timing related to these items.

Director Position

I am recommending that we move forward with the recruitment process to fill the Director position. Under Interim Director Roemer, Jeff has provided leadership, and has made significant strides within the department which have resulted in a sense of confidence that the 'foundation' of the department has been established to allow for a smooth transition.

Below you will find a rough outline which was developed to provide a timeframe intended to reach and capture qualified candidates. This allows the County to advertise in local and national publications, targeting the audience that may have interest.

> October 3rd: ES Committee Approval to Refill Position

October 17th: Administrative Committee Approval to Refill Position

Oct 23rd - Dec 8th: Advertisement of the position

Dec 11th – 15th: Application review and setup interviews

Jan 2nd-15th: Interviews Jan 22nd – 26th: 2nd Interviews

Goal for Offer to be made Jan 31st:

March 1st: **Project Start Date**

RW Management Contract

The current contract with RW ends December 31, 2017. Given the timeline for the Director recruitment, I would recommend the following for continued services with RW Management.

- Sign a contract extension for 3 months (or the end of March).
- I would also recommend adding 100 hours of 'Management Counseling' to the contract. This benefits the County in a couple of ways. First, it provides a safety net should we not have a candidate on board by the 1st of March. Second, it helps to ensure Emergency Management functions are stable. It will also allow the new Director time to transition and get established in the Department.
- Cost for extension is \$8,500 per month or \$25,500.
- Cost for 100 hours of Management Support is \$9,000.
- Both the contract extension and the management support would come from the ES budget.

Position(s)

In the 2018 budget, two (2) positions have been funded. There has been debate for the need of both positions as well as the hours these positions should work. I am proposing the follow approach and timeline:

- Leave both positions in the 2018 budget as presented.
- With the Director project to start on March 1st, we would plan an Emergency Services 'retreat' at the end of the month. The retreat would specifically focus on operations and staff needs of the service.
- If we have a successful retreat, the position(s) would then be presented at the April or May Emergency Services and Administrative Committee for authorization to proceed.
- Recruitment for the newly approved positions would begin after approval.

With this process, it allows the new Director the ability to be a part of and provide input into the process. It also gives us the ability to build consensus between new management, staff and the committee(s).

Summary of Recommendations

This plan of action outlines a clear path moving forward as well as ensuring that we maintain and support operations during this period of transition. This plan also allows the new Director to be a part of the process in addressing staff needs for the department and in essence make his/her recommendation to the Committees.

The items that need specific approval are as follows:

- 1. Approve request to refill Director Position
- 2. Approve the contract extension for RW Management which includes two parts.
 - a. Extension of existing Management work until March 31st.
 - b. Contracting for 100 hours of Management Counseling.
 - c. The total cost to the County is: \$34,500
- 3. I would also ask that the Committee(s) endorse the general framework as presented for this Plan of Action.

AMENDMENT OF PURCHASE OF SERVICES AGREEMENT

[Door County Emergency Services Interim Director]

This agreement is made and entered into effective the 1st day of January, 2018, by and between the County of Door ("County") and RW Management Group, Inc. ("Provider").

County and Provider have previously entered into a *Purchase of Service Agreement* (a copy of which is attached hereto and is incorporated by reference herein as if set forth in full).

The County and Provider hereby agree to amend the *Purchase of Service Agreement* as follows.

- Extend the term for three (3) months, commencing on January 1, 2018 and expiring on March 31, 2018.
- From April 1, 2018 through December 31, 2018, County will purchase one hundred (100) hours of services from Provider at the rate of \$90.00 per hour.

Except as modified herein all terms and conditions of the original *Purchase of Service Agreement* shall remain in full force and effect.

County:	Provider:
Ken Pabich, County Administrator	Jeffrey R. Roemer, Duly Authorized Signatory for RW Management, Inc.
Grant P. Thomas, Corporation Counsel (Approved as to Form)	

PURCHASE OF SERVICES AGREEMENT DOOR COUNTY EMERGENCY SERVICES INTERIM DIRECTOR

This Agreement, entered into by and between the County of Door, a Body Corporate, hereinafter referred to as "County", and RW Management Group, Inc. hereinafter referred to as "Provider".

WHEREAS, County desires to secure and retain the services of Provider to perform the services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

- 1. This Agreement shall become effective January 1, 2017, and shall expire on December 31, 2017. This Agreement may be extended for additional periods by prior mutual written consent of the parties.
- 2. County's contact information is: Ken Pabich, County Administrator, 421 Nebraska Street,, Sturgeon Bay, WI 54235; Ph. 920.743.5461, FAX 920.746.2303; e-mail: kpabich@co.door.wi.us.
- 3. Provider's contact information is: Jeffrey R. Roemer, N19W24400 Riverwood Drive, Suite 350, Waukesha, WI 53188-1165; Ph. 262.832.3723, Mobile 920.540.1002; jroemer@rwmanagementgroup.com.
- 4. During the term hereof, Provider will serve as Interim Service Director for the County's Emergency Services Department, consistent with Provider's October 25, 2016, Proposal and § DHS 110.48, Wis. Adm. Code, a copy of which is attached hereto and incorporated by reference herein as if fully set forth.
- 5. Provider's fee is *not to exceed* eight thousand five hundred dollars (\$8.500.00) per month. Payment for services covered by this Agreement shall be made the first day of each month, beginning on January 1, 2017.
- 6. Provider shall act as an independent contractor in providing and performing the services contemplated by this Agreement. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Provider.
- 7. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
- 8. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair

Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law.

- 9. This Agreement shall not be construed as creating any joint employment relationship between the Provider and the County, and the County will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is <u>not</u> entitled to receive any benefits from County or to participate in any County benefit plan.
- 10. Provider shall furnish the County with reports, at intervals (no more frequently than monthly) and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.
- 11. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
- 12. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession.
- 13. Provider warrants and represents that it is qualified and sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
- 14. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
- 15. Provider shall, in order to protect itself as well as the County, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.

The types of insurance coverage and minimum amounts are as follows:

- Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage): One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
- Comprehensive General Liability Insurance with an aggregate annual limit of not less than one million dollars (\$1,000,000).
- Worker's Compensation if and as required by the State of Wisconsin.

Provider shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

16. Provider agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's

- fees resulting from the negligence or fault of the Provider or the Provider's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement.
- 17. County agrees that it shall protect, indemnify, and hold harmless the Provider and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the County or the County's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement.
- 18. Provider shall comply with all applicable state and federal guidelines, laws, mandates, orders, regulations, requirements, rules and standards.
- 19. Provider recognizes that it may have access to confidential or proprietary information. Provider agrees to keep such information confidential. This includes the Provider not using or disclosing any such information for any purpose not inextricably connected with this Agreement absent appropriate written consent.
- 20. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 164) ("HIPAA"). This includes Provider's execution of a HIPAA Business Associate Agreement.
- 21. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify County if their status changes during this Agreement's term.
- 22. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- 23. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Agreement, shall be provided as soon as is practicable to the other party.
- 24. Either party may terminate this agreement, for any or no reason, with sixty (60) days prior written notice to the other.
- 25. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination.
- 26. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
- 27. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.

- 28. This Agreement, and the rights and obligation of County and Provider under this Agreement, shall be interpreted according to the laws of the State of Wisconsin.
- The rule of construction that ambiguities are to be construed against the drafter is not applicable.
- 30: Vēnue, as to any dispute that may arise under this Agreement; shall be in the Circuit County of Door, State of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
- 31. County and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including affactments and any matters incorporated by reference. This Agreement shall be binding upon and shall hure to the benefit of County and Provider and upon their respective and permitted successors and assigns.
- 32. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid; illegal, of unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
- 35. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Provider.
- 34. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter thereof.

Jeffrey R. Roemer, Duly Authorized Signatory for RW

Management Group, Inc.

Accepted and agreed this day of November, 2016.

Ken Pablich, County Administrator

County of Door