Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given:

Public Notice - Regular Meeting
Of the
Iowa County Justice Committee
Date: Tuesday, June 5, 2012 @ 6:00 P.M.

Iowa County Courthouse
Upper Level Conference Room
222 N. Iowa St.
Dodgeville, WI 53533

Pursuant to Section 19.84 of the Wisconsin Statutes, notice is hereby given to the public that a meeting of the Justice Committee will be held at the above stated date and time. For information regarding access for the disabled, please call 935-0399.

The Justice Committee is an open meeting and, as a result, members of the public, including members of the Iowa County Board, may attend the meeting. In some circumstances, a quorum of the entire Iowa County Board may result from the attendance of Board members who are not members of the Committee. Please take notice that, if this were to occur, this will not constitute a meeting of the Board and Board members who attend, but are not members of the Committee, will not present motions, vote, or otherwise participate as members of the Justice Committee meeting.

Call to Order.

Roll Call.

Consent Agenda:

a) Certification of open meeting notice.
b) Approve the agenda for this June 5, 2012 meeting.
c) Approve the minutes of the May 1, 2012 meeting.

Open session – Comments from Audience /Committee members.

Year-to-date Revenue and Expenditures Report.

District Attorney

1. Review District Attorney's Investigation budget.

Child Support

2. Recognition of Iowa County Child Support Department.
3. 2011 Annual Report.

Sheriff's Department

4. Discussion and possible action re: proposed Memorandum of Understanding between Iowa County and the Iowa County Humane Society regarding care of and costs for animals held for cause.

5. Discussion/approval of Special Events Recommendations.
6. Discussion and possible action re: proposed Memorandum of Understanding between Iowa County IT and municipalities regarding use of the Sheriff Department's Vision AIR system.
7. Options for financing the unexpected health problems with jail inmates.
8. Communication tower update.
9. Review of expenditures for overtime compensation.
10. Employment update.
11. Report.

Emergency Management

12. Approve the Resolution to Approve the New Iowa County Emergency Response Plan to Replace the Iowa County Emergency Operations Plan.
13. Approve a Volunteer Assistant Emergency Management Coordinator Position Description.
14. Report.

Other

Set next meeting date. (July 3, 2012)

Adjournment.

Greg Klusendorf Posted 5/31/12

Iowa County Justice Committee
Tuesday, May 1, 2012

Minutes
(Subject to review and approval)

The Iowa County Justice Committee met on Tuesday, May 1, 2012 @ 6:00p.m. At the Iowa County Courthouse, in the 2nd floor Conference Room.

Call to Order: Meeting was called to order at 6:00p.m. By Chairperson Carol Anderson.

Roll Call: All members present, with Bauer excused. Others present: Chief Deputy Jon Pepper, I.T. Director Amy Kaup, Corp. Counsel Matt Allen, Coroner Bill Finley, and Board member Steven Deal.

Reading of Certification: Anderson certified the meeting.

Consent Agenda:

a. Certification of Open Meeting Notice.
b. Approve the May 1, 2012 Agenda.
c. Approve the March 6, 2012 Minutes.

Nankee made motion to accept. Seconded by Bunker. Carried.

Open Session: Comments from the Committee/Audience. No comments were made.

Year to Date Revenue and Expenditures Report: No report was available.

Election of Comm. Chairperson: Carol Anderson was elected Chairperson.

Election of Comm. Vice-Chairperson: Phil Mrozinski was elected Vice-Chairperson.

Election of Comm. Secretary: Dan Nankee was elected Secretary (with Chief Deputy Pepper to take Committee minutes).

Court Ordered Programs

1. OWI Intensive Supervision Update- Nathan Melanson gave a review of the OWI/Attic Program, and will give the Committee quarterly updates.

Coroner

2. Global Positioning System (GPS) Equipment- Coroner Bill Finley requested to purchase three GPS Units for his staff. Mrozonski made motion to approve the purchase. Seconded by E. Anderson. Carried. (Weaver opposed).

3. Discussion and possible action on Mortuary Cooler MOU. Corp. Counsel Allen gave an update of the MOU proposal.

Sheriff's Department

4. Mobile Data Computer MOU with other Law Enforcement Agencies in Iowa County to use the Sheriff's Department CAD. E. Anderson made motion to have the I.T. Department and Corporation Counsel review and revise the MOU, to include potential costs involved, and present to the Committee at the June meeting. Seconded by Mrozonski. Carried.
5. Communications Tower Report. Chief Deputy Pepper gave an update.
6. Report.

Emergency Management

7. Report. Chief Deputy Pepper handed out the report to the committee.

Other

- Next meeting will be held on June 5, 2012.

Adjournment

- Bunker made motion to adjourn. Seconded by Mrozonski. Carried. Time was 7:20p.m.

Respectfully submitted,

Jon W. Pepper
Chief Deputy

May 2, 2012

DRAFT

Notes to Preliminary Financial Statements for Departments that report to the Justice Committee
2012

Revenues:

1 Coroner Revenue - revenue is above

2 District Attorney - Victim Witness grants are received twice a year - late summer and March 2013. Other fees collected are copy fees

3 Sheriff's Department - revenue is low

4 Emergency Management - grant revenues for 2012 expenses will not be received until late spring/early summer - Part of the grant money that will be received at that time is for 2011 expenses and those funds have been recorded in 2011 and reverse in 2012 revenue.

5 Child Support - grant revenues are received quarterly instead of monthly and the 1st quarter was received at the end of April 2012. Tax Levy is a negative and is recorded in January

6 Capital Projects Fund - 100% of tax levy is recorded January 1st which represents 100% of revenue.

Expenditures:

7 The expenditures for all Departments are as expected for the end of February

	A	B	C	D	E	F	G	H	I
1	IOWA COUNTY - Includes Departments that Report to Justice Committee								
2	4/30/2012 - Preliminary					Department YTD	REMAINING	Percent	Actual
3	Expenditure - Compare Budget to Actual	ADOPTED ANNUAL BUDGET	Budget Adjustments / Transfers	Carryovers From Prior Year	2012 REVISED BUDGET	EXPENDITURES	BALANCE	of Year	YTD
4	100 - GENERAL FUND								
5	04 CLERK OF CIRCUIT COURT	$ 418,326			$ 418,326	$ 135,217	$ 283,109	33%	32%
6	09 OWI INTENSIVE SUPERVIS PROG	$ 62,435		$ -	$ 62,435	$ 23,464	$ 38,971	33%	38%
7	10 CORONER	$ 35,050			$ 35,050	$ 4,778	$ 30,272	33%	14%
8	24 District Attorney included Corp Counsel	$ 269,777			$ 269,777	$ 83,486	$ 186,291	33%	31%
9	40 SHERIFF DEPARTMENT	$ 3,254,728		$ -	$ 3,254,728	$ 1,082,152	$ 2,172,576	33%	33%
10	78 EMERGENCY GOV'T/HAZARD MAT.	$ 109,954		$ -	$ 109,954	$ 30,763	$ 79,191	33%	28%
11									
12	TOTAL GENERAL FUND	$ 4,150,270	$ -	$ -	$ 4,150,270	$ 1,359,860	$ 2,790,410	33%	33%
13	215 - CHILD SUPPORT								
14	26 CHILD SUPPORT	$ 133,092			$ 133,092	$ 41,524	$ 91,568	33%	31%
15	400 - CAPITAL PROJECTS FUND								
16	32 CAPITAL PROJECTS								
17	Sheriff's Department - Software Project	$ 124,775			$ 124,775		$ 124,775	33%	0%
18	Iowa County Communication Project		$ -	$ -	$ -	$ 279,160	$ (279,160)	33%	0%
19	Sheriff's Dept-Capital- Police Radio			$ -	$ -		$ -	33%	0%
20	Sheriff's Dept-Capital- Vehicles	$ 75,000			$ 75,000		$ 75,000	33%	0%
21	Sheriff's Dept-Capital- Radar	$ 12,000			$ 12,000		$ 12,000	33%	0%
22	Sheriff's Dept-Capital - Generator	$ 15,000			$ 15,000		$ 15,000	33%	0%
23	Sheriff's Dept-Capital - Fire Alarm Panel	$ 15,000			$ 15,000		$ 15,000	33%	0%
24	Sheriff's Dept-Capital - Seal Coat Parking Lot	$ 5,000			$ 5,000		$ 5,000	33%	0%
25	Sheriff's Dept-Capital- Jail Assessment Funds			$ -	$ -	$ 7,879	$ (7,879)	33%	0%
26									
27	TOTAL CAPITAL PROJECTS	$ 246,775	$ -	$ -	$ 246,775	$ 287,038	$ (40,263)	33%	116%
28									
29	TOTAL OF ALL DEPARTMENTS / FUNDS	$ 4,530,137	$ -	$ -	$ 4,530,137	$ 1,688,422	$ 2,841,715	33%	37%
30									
31	Other:								
32	270 - DRUG TASK FORCE								
33	38 DRUG TASK FORCE	$ -			$ -	$ 13,282	$ (13,282)	33%	-100%
34	Total Other	$ -	$ -	$ -	$ -	$ 13,282	$ (13,282)	33%	
35									
36	TOTAL EXPENDITURES-ALL FUNDS & Other	$ 4,530,137	$ -	$ -	$ 4,530,137	$ 1,701,704	$ 2,828,433	33%	38%

	A	B	C	D	E	F	G	H	I
1	IOWA COUNTY -- Includes Departments that Report to Justice Committee								
2	4/30/2012 - Preliminary								
3	Revenue - Compare Budget to Actual	Adopted Annual Budget	Budget Adjustments / Transfers	Carryovers From Prior Year	2012 REVISED BUDGET	Department YTD REVENUES	REMAINING BALANCE	PCT OF YEAR	PCT YTD
4	100 GENERAL FUND								
5	04 CLERK OF CIRCUIT COURT	328,571			328,571	85,596	242,975	33%	26%
6	09 OWI INTENSIVE SUPERVISN PROG	36,435			36,435	-	36,435	33%	0%
7	10 CORONER	2,800			2,800	1,300	1,500	33%	46%
8	24 DISTRICT ATTORNEY	26,800			26,800	404	26,396	33%	2%
9	40 SHERIFF DEPARTMENT	153,100			153,100	34,852	118,248	33%	23%
10	78 EMERGENCY GOV'T/HAZARD MAT.	39,774			39,774	(9,222)	48,996	33%	-23%
11									
12	TOTAL GENERAL FUND	587,480			587,480	112,930	474,550	33%	19%
13	215 CHILD SUPPORT								
14	26 CHILD SUPPORT	133,092			133,092	40,212	92,880	33%	30%
15	400 CAPITAL PROJECTS FUND								
16	32 CAPITAL PROJECTS	246,775			246,775	246,775	-	33%	100%
17									
18	TOTAL OF ALL DEPARTMENTS / FUNDS	967,347	-		967,347	399,917	567,430	33%	41%
19									
20	Other:								
21	270 DRUG TASK FORCE								
22	38 DRUG TASK FORCE	-	-		-	13,840	(13,840)	33%	100%
23									
24	TOTAL REVENUE - ALL FUNDS & Other	967,347	-		967,347	413,757	553,590	33%	43%

wisconsin department of
children & families
P.O. Box 7935
Madison, WI 53707-7935

Governor Scott Walker
Secretary Eloise Anderson

Division of Family and Economic Security
Bureau of Child Support

May 3, 2012

Iowa County Child Support Agency
Deb Rosenthal, Director
Courthouse
222 North Iowa Street, Suite 203
Dodgeville, WI 53533

Dear Ms. Rosenthal:

Congratulations to Iowa County Child Support Agency for your Child Support Program Performance.

Awards are being presented to child support agencies that demonstrated excellence in the areas of Paternity Establishment, Court Order Establishment, and Collections on Current Support, based on the following criteria:

- Paternity Rate 90%
- Court Order Rate 80%
- Collection Rate on Current Support 80%

Certificates of Excellence are reserved for the 9 child support agencies that qualify in all three performance measures. The 2011 Certificate of Excellence awards was presented at the 2012 Director's Dialogue, May 3, 2012.

On behalf of Wisconsin's children and myself, thank you for a job well done!

Sincerely,

Jacqueline M. Scharping
Director

Enclosure

cc: County Board Chairperson
Child Support Regional Coordinator

T 608.266.9909 bcsinfo@wisconsin.gov

IOWA COUNTY CHILD SUPPORT
2011 ANNUAL REPORT

The Iowa County Child Support Agency has a caseload which is currently around 900 cases. We currently have a staff of two full-time employees, with an open position.

TOTAL EXPENDED: $133,655.20

TOTAL REVENUE: $139,334.57

+ $5,679.37

TOTAL IV-D COLLECTIONS FOR 2011: $2,352,890.00
TOTAL COLLECTIONS FOR 2011: $3,142,053.00

The Iowa County Child Support Agency received a Certificate of Excellence Award from the Bureau of Child Support for meeting and/or exceeding performance standards for 2011. This is the highest honor an agency can receive and Iowa County was one of only nine agencies to be recognized for this achievement. It is important to point out that our agency has the lowest proportion of workers to caseload for a county of our size and we are the 7th lowest in the State.

For 2011, the child support agency was 9th in the State for our collection rate of child support and we were 7th in the state with our paternity establishment rate.

I would like to thank the efforts of the Corporation Counsel, the Sheriff's Department, the Family Court Commissioner, the Clerk of Court's office and the Court for their continuing cooperation with the Child Support Program. It is because of this collaborative relationship that our agency is better able to ensure that parents provide financial and medical support for their children.

Respectfully Submitted on May 29, 2012.

DEBRA ROSENTHAL
DIRECTOR

Memorandum of Understanding Between the Iowa County Humane Society and Iowa County With Regards to The Care, Custody and Treatment of Animals Held For Cause

Purpose

This memorandum defines an agreement between the Iowa County Humane Society and Iowa County for the care, custody and treatment of animals held for cause as a part of enforcement actions taken by either the Iowa County Humane Officer or personnel of the Iowa County Sheriff's Department in cases of alleged violations of state statutes and/or Iowa County ordinances regarding animal care and control.

Cases of Animals Held for Cause

Under WI State Statute 173.21, animals may be held for cause for several reasons including: (a) alleged violations of mistreatment of animals in violation of chapter 951, (b) posing a significant threat to public health, safety or welfare, (c) use as evidence in a pending prosecution or (d) as ordered by the court. As these cases historically involve extended periods of time where the animals in question are held by the Iowa County Humane Society (ICHS), the costs of care and treatment for the animals can quickly accrue to a significant sum of money. ICHS takes on the duty of paying these costs pending assignment, if any, of restitution by the court. As it is not always assured that full restitution will be ordered or be possible due to the financial situation of the animal owner, ICHS runs the risk of being required to absorb these costs. As ICHS is a private, not-for-profit organization which runs solely on the donations of its supporters, it is necessary for costs not recovered by court order to be reimbursed by Iowa County in order for ICHS to continue to provide custody, care and treatment services for cases involving animals held for cause.

Method of Cooperation

As Iowa County will need a secure location that can provide care and treatment for animals seized or impounded during investigations relating to alleged violations of state statutes and/or Iowa County ordinances and the Iowa County Humane Society is the primary source for sheltering services for animals in Iowa County, the organizations have agreed as follows:

1. The Iowa County Humane Society agrees to accept animals from the Iowa County Humane Officer or representatives of the Iowa County Sheriff's Department in cases of necessary impoundment or seizure due to cause under state statute or county ordinance.

2. The Iowa County Humane Society agrees to provide custody, care and treatment for any animal held for cause for the duration of the case. Every effort will be made by ICHS to hold costs to a reasonable level in accordance with standard practices of care and treatment.

3. Representatives of the Iowa County Sheriff's Department and/or the Iowa County Humane Officer will notify _____ of the need to seize/impound animals for cause prior to transport to the Iowa County Humane Society.

4. Representatives of the Iowa County Sheriff's Department and/or the Iowa County Humane Officer will forward any complaints and case/investigational information for any case involving impoundment or seizure of animals for cause to County Corporate Council within two (2) weeks of the date of impoundment/seizure.

5. County Corporate Council will review and decide within ten (10) days of receipt of a case/complaint whether there is sufficient cause/evidence to proceed with the case.

6. When a case is accepted by County Corporate Council for further action, a bond hearing will be requested requiring that a bond be posted by the animal owner for the costs of custody, care and treatment of the animal(s) pending the outcome of any further proceedings.

7. In the event that the animal owner is either (1) not ordered by the court to pay for these costs, (2) is ordered by the court to pay an amount less than the actual costs accrued or (3) is ordered by the court to pay these costs but is unable to, Iowa County agrees to reimburse the Iowa County Humane Society for all costs of custody, care and treatment not recovered from the animal owner in cases involving seizure/impoundment of animals for cause once the case has been adjudicated by the court.

8. This memorandum of understanding is non-expiring with a mandatory review every two (2) years.

_____ Date:_____

Iowa County Humane Society representative

_____ Date: _____

Iowa County representative

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules:

Agreement No. _____

Expiration Date:

Authority: Res. _____, 2008-2009

Department: Administration

Maximum Cost:

Registered Agent: _____

Address: _____

_____

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the County of Dane (the "COUNTY") and Dane County Humane Society ("DCHS"),

RECITALS

0.1 WHEREAS, the COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Madison, WI, 53703, desires to purchase services from DCHS for the care, treatment and humane disposal of impounded animals and rabies related services for stray, abandoned and impounded animals located within the geographic limits of the COUNTY believed to be afflicted with the rabies virus; and

0.2 WHEREAS, the County issued a Request for Proposal (RFP) for animal shelter and care services that included impounded animals and rabies related services and DCHS, a Wisconsin not-for-profit corporation that is independent of the COUNTY, responded to the RFP and is presently situated to provide such services; and

0.3 WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement; and

0.4 WHEREAS, the COUNTY's fiscal year runs from January 1 through December 31 of each calendar year; and

0.5 WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility") but periodically uses third party facilities to pursue its mission; and

0.6 WHEREAS, DCHS is a person entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(I) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

0.7 WHEREAS, the Dane County District Attorney, the COUNTY, and municipalities vested with jurisdiction in the COUNTY have the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers") and (iv) Chapter 47 of the Dane COUNTY Code of Ordinances ("Animal Control") (collectively the "Animal Care Laws");

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the COUNTY and DCHS as follows:

1.0 SERVICES

DCHS agrees to provide the services detailed in the COUNTY's RFP #108082 and DCHS' response thereto, which is full incorporated herein by reference. In the event of a conflict between or among the RFP, the response thereto, or the terms of this agreement, the terms of this agreement are controlling.

2.0 TERM OF AGREEMENT.

2.1 Term. The term of this Agreement shall commence on the first day of January 2009 or as of the data by which all parties have executed this Agreement, whichever is later, and this Agreement shall terminate on December 31, 2009, unless sooner agreed to in writing by the parties or renewed by mutual agreement. This agreement may be extended on an annual basis by up to four additional years by mutual agreement of DCHS and the COUNTY. The Agreement may also be terminated before December 31, 2009 if subject to termination under Section 6.0.

2.2 Completion of Obligations. DCHS shall complete its service obligations under this Agreement no later than the Expiration Date and COUNTY shall not be liable for any services performed by DCHS other than during the term of this Agreement. Notwithstanding the foregoing, the COUNTY agrees to pay for all services provided under this Agreement so long as the animal being provided care is dropped off at the Voges Road Facility on or before December 31, 2009, The COUNTY shall not refuse to pay an invoice for services provided in 2010 for such animals.

2.3 Renewal Procedures The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the COUNTY or DCHS to renew the Agreement. In the event that either party desires to renew this agreement as described in section 2.1, the party requesting the renewal must provide notice to the other party by July 1 of each year.

3.0 PAYMENT FOR SERVICES.

COUNTY's payment for the services described herein shall be made on a fee for service basis as described in Schedule A which is attached hereto and specifically incorporated herein by reference.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned: A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Companion Animals: Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any ether species of wild or domestic or hybrid animal sold,

transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.5, *infra*.

4.3 Exotic Animal: An animal that is not normally domesticated in the United States or that is wild by nature [Note: See *City of Madison Code of Ordinances* §23.49]

4.4 Impound: The withholding of an animal from the owner under Wis. Stat, §173.21 on any of the following grounds:

4.4.1 The humane or law enforcement officer determines that there are reasonable grounds to believe that the owner has mistreated the animal in violation of Chapter 951, *Wis. Stats.*

4.4.2. The humane or law enforcement officer determines that there are reasonable grounds to believe that the animal poses a significant threat to public health, safety or welfare,

4.4.3 The animal may be used as evidence in a pending prosecution

4.4.4 A court has ordered the animal withheld for any reason.

4.5 Livestock: Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.6 Redemption: The return of a seized or impounded animal to an owner or custodian at the direction of the humane or law enforcement officer who seized the animal as provided by Wis. Stat. §173.21(4) or pursuant to an order of the court pursuant to Wis. Stat. §173.22(3).

4.7 Seizure: The taking of a animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13

4.8 Stray: A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.9 Surrender: The voluntary transfer of custody and ownership of an animal, in writing, by the animal's owner, to a humane or law enforcement officer or to DCHS.

4.10 Unclaimed: A companion, exotic or livestock animal that is seized by a humane or law enforcement officer and whose owner is notified under Wis. Stat, § 173.13(3) of the procedure for recovering the animal and whose owner fails to recover the animal within the applicable time limits.

4.11 Wild Animal: The definition of wild animal as found in the *City of Madison Code of Ordinances* § 23.49 is incorporated herein by reference.

5.0 DESCRIPTION OF SERVICES.

5.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all COUNTY departments, agencies, employees and officers and the employees and officers of the Department of Public Health Madison - Dane County in providing the services described herein. The COUNTY agrees to use commercially reasonable methods in working with DCHS in order to allow DCHS to provide the services described herein.

5.2 DCHS Personnel. DCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the COUNTY. DCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the COUNTY. Except as otherwise provided in this Agreement, COUNTY shall have no authority over any aspect of DCHS' personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Subcontractors. In the event DCHS deems it necessary to rely on any subcontractor for the delivery of services under this Agreement, DCHS will provide notice to the COUNTY within three (3) business days, excluding weekends and holidays, of retaining the subcontractor. Said notice shall be in writing and shall be delivered by facsimile to the attention of the Dane County Deputy Director of Administration, Travis Myren, with a copy to the Director of Public Health-Madison Dane County, Dr. Thomas Schlenker. Any objection of the COUNTY to DCHS' use of the subcontractor shall be stated in writing via electronic mail to the attention of DCHS' Executive Director Pam McCloud Smith, director@giveshlter.org, within three (3) business days of receipt by COUNTY of DCHS' initial facsimile regarding the subcontractor retentions. The COUNTY's failure to object within three (3) business days shall be treated as an acknowledgement by COUNTY that it has no objection to DCHS' use of the subcontractor; however, under no circumstances shall the COUNTY be deemed a party to any subcontracts entered into by DCHS.

5.4 Transportation of Animals. COUNTY is not purchasing transportation services from DCHS, and DCHS shall have no obligation to pick-up or transport animals covered by this Agreement. COUNTY agrees to transport any animal initially dropped off at the Emergency Clinic for Animals ("ECA") located at 229 West Beltline Highway to the Voges Road Facility upon the release of the animal from the care of ECA. DCHS and the COUNTY may agree, during the term of this Agreement, to the designation of additional DCHS approved animal drop-off, care or treatment facilities to and from which COUNTY will provide transportation. COUNTY agrees to provide transport to the Voges Road Facility within a reasonable time of receiving notice that an animal is in need of such transport. COUNTY shall use its best efforts to avoid causing DCHS to incur "overnight" admission fees at ECA as a result of its failure to timely transport an animal from ECA to the Voges Road Facility. Any such admission fee will be billed to COUNTY.

5.5 24-hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24-hours a day, 7-days a week for the animals impounded by humane and law enforcement officers operating within the geographical boundaries of Dane County, including the City of Madison.

5.6. Services for Impounded Animals. DCHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of Dane County, including the City of Madison, and that are impounded by humane officers or law enforcement personnel at the Voges Road Facility or ECA (or any other DCHS- COUNTY approved facility). Animal care services shall include (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat § 951 14. Animal care services will be provided on the day the animal is admitted to either the Voges Road Facility or ECA and until the animal is either removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to DCHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise DCHS of its impound status.

5.7 Notice and Penalties; Impounds. The parties agree to the following procedures with respect to impounded animals.

5.7.1 Notice by DCHS. With respect to any impounded animal being provided animal care services by DCHS, DCHS shall have the unilateral right to require the COUNTY to take custody of the animal upon ten (10) days written notice to the COUNTY requesting that any such animal be picked up from the Voges Road Facility or ECA (or any other DCHS-COUNTY approved drop off facility). Said notice shall be delivered via facsimile to the Dane County Deputy Director of Administration, Travis Myren, with a copy to the Director of Public Health, Madison-Dane County, Dr. Thomas Schlenker.

5.7.2 Penalty. If the COUNTY fails to pick-up the animal by the 10th day after the COUNTY has received the written notice described above, the COUNTY shall be charged $100.00 (one

hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of DCHS.

5.7.3 Livestock and Exotic Animal Impounds. DCHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The COUNTY must seek pre-approval from the Executive Director to impound livestock and exotic animals at the Voges Road facility. DCHS may deny admission or require the COUNTY to remove impounded livestock and exotic animals with notice specified in section 5.7.1.

5.8 Rabies Control Services.

5.8.1 Quarantine Services. DCHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat §95.1. DCHS agrees to provide such services on an as needed basis upon request of the COUNTY. The parties acknowledge that rabies testing may be accomplished in two ways, namely (a) immediate euthanasia of the animal and brain pathology testing ("Euthanasia Testing"); or (b) 10-day quarantine of the animal with veterinary observation during the incubation period of the rabies virus ("Observation Testing"). DCHS' obligation to perform Euthanasia Testing shall be in its sole and absolute discretion. If DCHS refuses to perform Euthanasia Testing and opts instead to perform Observation Testing, the COUNTY shall have the right to retrieve the animal from the Voges Road Facility (or any other facility approved by agreement with the COUNTY) and have Euthanasia Testing accomplished through a different vendor. DCHS shall have no obligation to pick-up or otherwise transport animals suspected of carrying the rabies virus to the Voges Road Facility (or any other DCHS-approved facility). The parties agree that this service applies to both impounded animals and stray and abandoned animals. Any custodial care services provided to stray or abandoned animals subject to rabies observation will be paid for by the COUNTY pursuant to this Agreement rather than the companion contract entered into by the parties for the delivery of services to stray and abandoned animals not affected by the rabies virus.

5.8.2 Owner Reimbursement for Rabies Observation and Testing Services. If the owner of an animal is known, DCHS agrees to provide the COUNTY with all information it has regarding the owner's identity and address so that the COUNTY may seek reimbursement from such owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and the preparation of the carcass for laboratory examination. DCHS itself shall have no obligation to undertake formal collection efforts from the owner.

5.8.3 Rabies Vaccination Program. DCHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice.

6.2 Immediate Termination for Cause. The following shall constitute grounds for immediate termination by the non-breaching party:

6.2.1 DCHS' violation of any State, Federal or local law, or failure by DCHS to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

6.2.2 DCHS' failure to carry applicable licenses or certifications as required by law.

6.2.3 DCHS' failure to comply with its reporting requirements contained in paragraph 11 and Schedule B of this Agreement.

6.2.4 The COUNTY's failure to pay DCHS the monthly payment set forth in Schedule A to this Agreement within 10 days of receipt of said invoice or its failure to honor any "fee for service" invoice within 10 days of receipt thereof as contemplated by Schedule A to this Agreement.

6.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as described in paragraph 5.2, above, the non-breaching party shall thereupon have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

6.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the Dane County Board of Supervisors fails to appropriate sufficient funds to carry out the COUNTY's payment obligations as expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The COUNTY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the COUNTY of its responsibility to pay for all services provided or furnished to the COUNTY by DCHS prior to the date of said termination.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of COUNTY. DCHS shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay by reason of DCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives, The obligations of DCHS under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, DCNS shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least $1,000,000 00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, DCHS shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If DCHS' insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. DCHS shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. DCHS shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that DCNS shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either DCHS or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by DCHS. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to DCHS and shall cooperate with DCHS' attorneys in the defense of the action, suit or other proceeding DCHS shall furnish evidence of adequate Worker's Compensation Insurance.

7.3 Insurance for Subcontractors. In case of any sublet of work under this Agreement, DCHS shall furnish evidence to the COUNTY upon request that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of DCHS.

7.4 Waiver of Insurance. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this

Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement

8.0 ASSIGNMENT/TRANSFER. DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due DCHS from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to COUNTY.

9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of DCHS and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default,

10.0 PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in the Agreement or its schedules, COUNTY shall never be required to pay more than the "fee for service" amounts identified on Schedule A and any amounts constituting penalties owed pursuant to paragraph 5.7.2 of this Agreement and identified on Schedule A.

11.0 REPORTS. DCHS agrees to make such reports as are required in the attached Schedule B, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in said Schedule B may result in the withholding of payments otherwise due DCHS under the terms of this Agreement.

12.0 DISCRIMINATION PROHIBITED.

12.1 Policy of Non Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

12.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

13.0 CIVIL RIGHTS COMPLIANCE.

13.1 Civil Rights Compliance Plan. If DCHS has 20 or more employees and receives $20,000 in annual contracts with COUNTY, DCHS shall submit to the COUNTY a current Civil Rights

Compliance Plan (CRC) for meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973,
Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. DCHS shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. DCHS shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted within forty-five (45) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. If DCHS has less than twenty employees, but receives more than $20,000 from the COUNTY in annual contracts, it may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts under paragraph (20) below. If DCHS submits a CRC/AA Plan to another agency of the State of Wisconsin, a verification of acceptance by the State of DCHS' Plan is sufficient.

13.2 Review by COUNTY. DCHS agrees to comply with the COUNTY's civil rights compliance policies and procedures. DCHS agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by DCHS. DCHS agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. DCHS further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

13.3 Posting. DCHS shall post the Equal Opportunity Policy, the name of DCHS designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. DCHS shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

13.4 Job Announcements. DCHS shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance officer when such announcements are issued.

14.0 AFFIRMATIVE ACTION.

14.1 Affirmative Action Plan. If DCHS has twenty (20) or more employees and receives $20,000 in annual contracts with COUNTY, DCHS shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within forty-five (45) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. COUNTY acknowledges and agrees that the Affirmative Action Plan filed by DCHS in January 2008 with COUNTY complies with DCHS's obligations under this provision.

14.2 Job Announcements. DCHS shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.

14.3 DCHS Reporting. DCHS agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19 of the Dane County Code of Ordinances and the provisions of this Agreement.

15.0 AMERICANS WITH DISABILITIES ACT COMPLIANCE; BILINGUAL SERVICES.

15.1 Policy on ADA. DCHS agrees not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. DCHS agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.

15.2 Chosen Methods. DCHS shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, DCHS agrees to offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).

16.0 EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on DCHS behalf during the term of this Agreement, DCHS shall include a statement to the effect that DCHS is an "Equal Opportunity Employer."

17.0 LIVING WAGE.

17.1 Living Wage Policy. DCHS agrees to pay all workers employed by DCHS in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Code of Ordinances. DCHS agrees to make available for COUNTY inspection DCHS' payroll records relating to employees providing services on or under this Agreement or subcontract.

17.2 False and Misleading Records. If any payroll records of DCHS contain any false, misleading or fraudulent information, or if DCHS falls to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny DCHS the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

17.3 Certification. DCHS agrees to submit to COUNTY a certification as required in § 25.015(7) of the Dane County Code of Ordinances.

17.4 Posting on Living Wage. DCHS agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by DCHS.

17.5 Compliance by Subcontractors. DCHS shall ensure that any subcontractors comply with the provisions of this section.

17.6 Exemptions. The following are exemptions from the requirements of this section:

17.6.1 When the Maximum Cost of the Agreement is less than $5,000;

17 .6.2 If DCHS is a school district, a municipality, or other unit of government;

17.6.3 When the COUNTY is purchasing residential services at an established per bed rate;

17.6.4 When employees are persons with disabilities working in employment programs and DCHS holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;

17.6.5 When an individual receives compensation for providing services to a family member;

17.6.6 When employees are student interns;

17.6.7 When DCHS meets any other criteria for exemption outlined in § 25.015(l)(d) of the Dane County Code of Ordinances; and

17.6.8 Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

18.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the COUNTY immediately, in writing, of any change in its registered agent, its registered agent's address, and DCHS' legal status

19.0 NOTICE.

19.1 Notice to the County. Except as more specifically provided by the terms of this Agreement, notice to the COUNTY shall be delivered via first class mail, return receipt requested, as follows;

Kathleen M. Falk
Dane County Executive
210 Martin Luther King Jr. Boulevard
Suite 421
Madison, Wisconsin 53703-3345

and

Robert Ohlsen
County Clerk
210 Martin Luther King Jr. Boulevard
Suite 112
Madison, Wisconsin 53703-3345

19.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith
Executive Director
Dane County Humane Society
5132 Voges Road
Madison, WI 53718

and

Joseph S. Goode, Esq
Kravit, Hovel & Krawczyk S.C.
825 N. Jefferson St.
Suite 500
Milwaukee, WI 53202

20.0 MISCELLANEOUS.

20.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

20.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course

of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

20.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Dane COUNTY Circuit Court (State of Wisconsin)

20.4 Construction.

20.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

20.4.2 Captions. Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

20.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consist with the intent of such provision as originally stated

20.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

21.0 ASSIGNMENT. Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

22.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the COUNTY.

23.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

24.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

25.0 WARRANTY OF CAPACITY TO EXECUTE.

25.1 Kathleen M. Falk, County Executive for Dane County, and Robert Ohlsen, County Clerk, warrant that they have the legal authority to execute this Agreement on behalf of the COUNTY and to receive the consideration specified in it, and that neither they nor the COUNTY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

25.2 Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR PROVIDER:

Date Signed: _____ _____
PAM MCCLOUD SMITH, DCHS Executive Director

FOR COUNTY:

Date Signed: _____ _____
KATHLEEN M. FALK, County Executive

Date Signed: _____ _____
ROBERT OHLSEN, County Clerk

* [print name and title, below signature line of any person signing this document]

SCHEDULE A
Reimbursement for impound and Rabies Services

1.0 Maximum Costs.

1.1 COUNTY agrees to pay DCHS for providing the services identified in Section 4.0 of this Agreement as follows:

1.1.1 COUNTY shall pay DCHS one admission fee of $54.00 (fifty four dollars and no cents) for each impounded animal admitted to DCHS. The admission fee includes an initial veterinary assessment.

1.1.2 COUNTY shall pay DCHS **$15.00 (fifteen dollar and no cents)** per day per animal for the animal care services provided to impounded companion, livestock and exotic animals in calendar year 2009 as described in paragraph 5.6 of the Agreement to which this schedule is appended.

1.1.3 COUNTY shall pay DCHS **$15.00 (fifteen dollars and no cents)** per animal per day in calendar year 2009 for the 10-day isolation, veterinary monitoring and observation of dogs and cats suspected of being exposed to or infected with rabies as described in paragraph 5.8 of the Agreement to which this schedule is appended.

1.1.4 COUNTY shall pay DCHS **$41.00 (forty one dollars and no cents)** for each animal carcass that the DCHS prepares for rabies testing in calendar year 2008 as described in paragraph 5.8 of the Agreement to which this schedule is appended.

1.1.5 COUNTY shall pay DCHS a **$100.00 (one hundred dollars and no cents)** penalty per animal per day as described in paragraph 5.7.2 of the Agreement to which this schedule is appended for impounded animals left in the care of DCHS beyond the period identified in paragraph 5.7.1.

1.1.6 COUNTY shall pay DCHS $35.00 (thirty five dollars and no cents) for each impounded animal that is humanely euthanized and cremated by DCHS.

2.0 Method of Payment. COUNTY shall pay DCHS after DCHS makes a request for payment on a monthly billing statement, which shall be sent no later than the 10th day of each month subsequent to the delivery of services. The parties have agreed upon the form of billing statement to be used by DCHS in the form attached to this schedule as Exhibit 1 hereto. COUNTY shall pay the statement within ten (10) days of receipt thereof. The monthly billing statement shall identify the service provided and shall include the following additional information:

2.1 The name of the owner, the owner's last known address and phone number, the booking number and the kind of animal for which payment is sought (segregated by the four categories of "dog", "cat", "livestock" and "other".

2.2 The number of custodial care days claimed for each animal identified in 2.1 above

2.3 The number of rabies observation days claimed for each animal identified in 2.1 above.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide the COUNTY the ability to easily audit the aggregate numbers referenced in 2.1.2.2, and 2.3.

3.0. Alternate Method of Payment. Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or pad of any unearned payment otherwise due to the DCHS if COUNTY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by COUNTY.

3.2 Funds in DCHS' possession are at risk of being seized by DCHS' creditors or other adverse interest.

3.3 DCHS appears incapable of maintaining itself as a going concern.

4.0 Notice of Financial Instability. DCHS shall give COUNTY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS is pending.

4.4 That DCHS has filed a bankruptcy action.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS' ability to perform under this agreement.

5.0 **Collection of Humane Officer and Animal Control Officer Fees Related to impoundments and Costs for Impoundment and Rabies Related Services.**
DCHS shall provide COUNTY with all information in its possession regarding the owner(s) of the animals for which services are provided and the costs of the services provided by DCHS pursuant to this Agreement in order to assist COUNTY in its collection efforts against said owners. Such information shall be provided on a monthly basis as billed to the COUNTY in the form set forth in paragraph 2.1 above. The parties have agreed upon the form to be used in the reporting of all such information as set forth in the exemplar report attached to this schedule as Exhibit 2. COUNTY agrees that DCHS shall have no duty to collect funds for COUNTY.

SCHEDULE A
(EXHIBIT 1)

Dane County Administration
210 Martin Luther King, Jr. Blvd.
Room 425
Madison, W 53703-0033

Attn: Accounts Payable
Attn: Travis Myren
Attn: Dr. Thomas Schlenker

February 10, 2009

Invoice of Dane County Humane Society to Dane County for Services Rendered

For services rendered January 1, 2009 - January 31, 2009

	# Animals	# Days of Care	Unit Cost	Extended Cost
Impounded Animals – Admitting				
Dogs	XXX		$54.00	$XXX
Cats	XXX		$54.00	$XXX
Other	XXX		$54.00	$XXX
Livestock	XXX		$54.00	$XXX
Impounded Animals - Custodial Care				
Dogs	XXX	XXX	$15.00	$XXX
Cats	XXX	XXX	$15.00	$XXX
Other	XXX	XXX	$15.00	$XXX
Livestock	XXX	XXX	$15.00	$XXX
Impound Euthanasia	XXX		$35.00	$XXX
Rabies Observations - Custodial Care	XXX	XXX	$15.00	$XXX
Rabies - Test Preparation	XXX	XXX	$41.00	$XXX
Impound Penalties	XXX	XXX	$100.00	$XXX
Amount Due to DCHS under 2009 Contract				$XXXX

Please Remit Net Amount Due DCHS no later than 10 (ten) days after receipt

SCHEDULE A
(EXHIBIT 2)

Dane County Administration
210 Martin Luther King, Jr. Blvd.
Room 425
Madison, W 53703-0033

Attn: Accounts Payable
Attn: Travis Myren
Attn: Dr. Thomas Schlenker

February 10, 2009

Admitted Impounded Animals
Listing of Known Owners

For animals admitted January 1, 2009 - January 31, 2009

Booking Number	Type of Animal	Owner Name	Address	Address	Address
xxxx	Dog	xxxxx	1234xxx	12345	
xxxx	Cat	xxxxx	1234xxx	12345	
xxxx	Other	xxxxx	1234xxx	12345	
xxxx	Livestock	xxxxx	1234xxx	12345	
xxxx	Dog	xxxxx	1234xxx	1234xxx	12345
xxxx	Dog	xxxxx	1234xxx	1234xxx	12345

SCHEDULE B
REPORTS

Costs billed by DCHS to the COUNTY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the COUNTY has an interest understanding the expenses incurred by DCHS in providing services under this Agreement. With that understanding, DCHS agrees to provide COUNTY with the reports described below.

1.0 Audited Financial Statements.

1.1 For each year services are provided under this agreement, DCHS shall provide a copy of its audited financial statements to the COUNTY no later than 180 days after the end of the calendar year. The audited financial statements shall be mailed to Travis Myren, Deputy Director of Administration, Room 425, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

IOWA County WISCONSIN GOVERNMENT

Craig Hardy, Highway Commissioner **www.iowacounty.org**

Special Events Organizers – Things for you to consider when Planning your Event.

1. What is the name of the event?
2. Who is the organizer – responsible party?
3. Are there any additional sponsors for the event?
4. When is the event; date and time?
5. What type of event is occurring?
6. Where will the event take place?
    a. Map of the course available
    b. Timeframe the event will occur at different points?
    c. Duration of the event?
7. What is the purpose? Fund raiser, public enjoyment, for profit?
8. How many participants in the event? or portions of the event if multiple stages/phases.
9. How many event organizational staff assist with the event?
    a. What level of training do they have / are they trained? Volunteers or hired
    b. What level of authority do they have?
    c. How are they staged throughout the event course?
    d. How do they communicate with the organizers?
10. Have all governmental entities been notified of the event?
    a. State – State Highways (numbered)
    b. County – County Highways (lettered)
    c. Township – Town Roads (named)
    d. Village/City – Roads within their municipality whether state, county, town or not.
11. Have all governmental divisions been notified?
    a. Law Enforcement
    b. Emergency Medical Services – EMS/EMT/Fire
    c. Public Works/Highway
    d. Municipality level – Town/Village clerk
    e. County Emergency Management
12. How does EMS/Law enforcement communicate with :
    i. Event sponsor/organizer?
    ii. Assistant staff
    iii. Participants?
    iv. First Aid station(s)?
13. How does the event track participants during the event?
    a. Identification Back tag numbering verses participant name list
    b. Personal information listing of address, phone numbers, emergency contact, etc.?
14. How does the organizer communicate with the event assistants? Participants?
15. Is the event a race or tour – will Rules of the Road be followed?

a. Race, If no rules followed = law enforcement involvement required
b. Rules followed = no law enforcement requirements
c. Race event may also require road closures as determined by the county.

16. Insurance.
    a. Is the organizer insured?
    b. Who is the carrier?
    c. What types of coverage?
    d. Limits of coverage?
    e. Any additional insured listed? Volunteers, support staff, participants, etc.
17. Emergency Services?
    a. Are First Aid stations set up?
    b. What services do they provide? Basic or advanced?
    c. Locations of First Aid stations?
    d. Personnel and training at First Aid stations?
    e. How does First Aid stations communicate with EMS?
    f. How does event organizer communicate to First Aid stations, law enforcement, EM services?
    g. Have local EMS groups and law enforcement been notified of the event?
18. What services does organizer perform?
    a. Education of participants to Rules of Road?
    b. Education of general public of event to include:
    c. Monitor participants for compliance to laws?
    d. Clean-up of route(s)?
19. How are participants informed / communicated with?
    a. What is used to mark the routes/course?
    b. Are participants notified of the ending of the event? Informed the event has ended and asked to vacate the course (race events) or notified first aid stations are closed (tour events)?
    c. How are participants notified of severe weather?
    d. How are participants notified of event cancellations/changes?
20. How does the organizer track :
    a. Participants have completed the event – withdrawn, finished, etc.?
    b. Volunteers have vacated checkpoints?
    c. First Aid Stations are closed
21. General Public notification.
    a. Does organizer advise the general public of event?
    b. Are landowners along the routes notified by any means? Identify?
    c. Is a Course map or layout and itinerary provided?
    d. How does general public contact the event organizer to file complaints?
    e. How does organizer track and follow-up on complaints?

Respectfully Submitted,

Craig E Hardy, PE/RLS
Iowa County Highway Commissioner

IOWA County GOVERNMENT
WISCONSIN

www.iowacounty.org

INDEMNIFICATION / HOLD HARMLESS AGREEMENT FOR USAGE OF PUBLIC HIGHWAYS FOR SPECIAL EVENTS

1. The event organizer/sponsor recognizes and acknowledges, Iowa County does not control the occurrence, location, duration, participation, or other factors related to the event.
2. The event organizer(s) / sponsor(s) agree to indemnify and hold harmless Iowa County and its board members, agents, and employees from any/all claims, lawsuits, proceedings, losses, costs, damages, and expenses of every kind or description; including attorney's fees, which may be brought or made on account of injury, death, or damages to or property, which arise out of, in connection with, or as a result of the event.
3. This indemnification and hold harmless agreement is intended to cover, but is not limited to, any and all claims arising of the acts or omissions, whether sole or joint, negligent or otherwise, of the event organizer(s) and sponsor(s) (including their officers, agents, or employees) and event participant(s).
4. It is understood this is not a release of liability of Iowa County for any negligent acts or omissions directly by Iowa County, its officers, agents, or employees.

Hereby acknowledged and agreed to on this ____ day of _____, 20__ by _____ _____, event representative and/or organizer of _____ to be held in Iowa County on the dates of _____, inclusive.

Accepted for and on behalf of Iowa County by:_____.

Iowa County Highway Committee
Iowa County Justice Committee

Highway Commission • 1215 N. Bequette Street • P.O. Box 78 • Dodgeville, WI 53533-0078
Telephone (608) 935-3381 • Fax (608) 935-5788

MONDAY APRIL 2nd, 2012

State of Wisconsin
County of Iowa

UN-APPROVED MINUTES OF THE TRANSPORTATION COMMITTEE MEETING HELD MONDAY, APRIL 2ND, 2012 COUNTY COURTHOUSE; UPPER LEVEL CONFERENCE ROOM DODGEVILLE, WISCONSIN

2012-03

Item		
#1	Chair Meyers called the meeting to order at 6:01 p.m. in the upper level conference room of the Courthouse at Dodgeville, WI.	Call to Order
#2 a	Roll Call – Members Present: Supervisors – Meyers, Bunker, Benish, Bauer, Curran, Peterson, Walmer Other also Present: Commissioner Hardy, Administrator Kephart, Corp Counsel Allen, Sgt Carey, Dave Longenecker.	Members Present Also Present
#2 b	The Certification Notice of the meeting was confirmed by the Highway Commissioner. Motion by Curran seconded by Walmer to approve the consent agenda including the agenda for this meeting and the minutes of the 03-05-2012 meeting. Motion adopted unanimously.	Certification of Meeting & Approval of Agenda & Minutes
#3	No comments from the audience were received. Administrator Kephart commented an email was distributed to the Benefits Task Force was inadvertently sent to County Board Supervisors; County Board is asked to disregard the meeting date and time information.	Comment from Public/ Supervisors
#4 a	A driveway permit variance request was presented and discussed by David Longenecker of 780 CTH B. Commissioner Hardy explained Dave Longenecker plans to replace the existing culvert at this driveway location, which requires a permit. Review of the driveway location information illustrates the driveway location exceeds the minimum required spacing of adjacent driveways of 300 feet (actual is 145 feet); thereby requiring a variance. Motion by Benish seconded by Bunker to grant a variance for the driveway permit at 780 CTH B on the grounds of good sight distance visibility and the limited amount of usage for another driveway within the spacing distance requirements at the same site. Motion adopted unanimously.	Driveway Variance – Dave Longenecker 780 CTH B
#5	Commissioner Hardy updated the Committee on several projects and their status: a) 18-151 Highway Interchange Study – upcoming meetings b) WSOR TIGER IV Grant Application c) Special Events Agreement/Ordinance Discussion d) Mowing policy discussion	Commissioner provided updates
#5 c	Special Events Agreement / Ordinance Discussion a) Recommendations for Event Organizers b) Hold Harmless Agreement for events requesting assistance Motion by Bauer seconded by Benish to have the County Highway Department and/or Sheriff's Office require a signed Hold Harmless Agreement from any special events organization which requests assistance from the county for their event. Motion passed unanimously	Special Events Agreement / Ordinance
# 6	Commissioner Hardy updated the Committee on several projects and their status:	Highway

	b) February 2012 Revenue and Expenditure Report c) Highway Department Funding & Operations Report Part VIA – Quarry Operation and Utilization d) Timeline for Highway Department Operations Plan e) CTH K Williams Creek Bridge Project Right-of-way Acquisition Requirements f) STP Project RFP's and Sub-committee selection	Commissioner Updates
#7	Highway Commissioner Report – Commissioner Hardy updated the Committee on the following items: a) Culvert & Aggregate Bids Received b) ACS/CHEMS Transition update c) Public Listening Sessions scheduled – Brigham Town Hall 4-11-2012 d) 2011 Financial report and Cash Balance Audit Study updates e) SW Commissioner's meeting f) Highway Department Vacancies g) WCHA Training & Safety Committee update h) Legislative update i) Salt Storage and Seasonal Usage j) Others ways to do things – Federal Rural Road Initiatives	Highway Commissioner Report
#8	The next regular meeting of the Committee is scheduled for Monday May 7, 2012 at 6:00 P.M.	Next Meeting
#9	Motion by Benish seconded by Bauer to adjourn the meeting at 7:54 p.m. Motion adopted unanimously.	Adjourn

Respectfully Submitted;
Craig Hardy, County Highway Commissioner

DRAFT

Resolution _____

Resolution to Approve the New

Iowa County Emergency Response Plan to

Replace the Iowa County Emergency Operations Plan

WHEREAS, The Iowa County Board of Supervisors, recognizes the threat that major emergencies and disaster events pose to people and property within our community;

WHEREAS, The Iowa County Board of Supervisors has determined the adoption of the Iowa County Emergency Response Plan will supersede the Iowa County Emergency Operations Plan. The plan provides general guidelines and principles for managing and coordinating the overall planning, response, recovery and mitigation activities before, during and after major emergencies and disaster events that affect Iowa County Wisconsin;

WHEREAS, The contents of the plan are in unison with the State Emergency Response Plan and the National Response Framework and the most current version of the Federal document, CPG101;

WHEREAS, The Iowa County Emergency Management Department is charged with maintaining the plan as required by the Wisconsin Emergency Management agency and the Federal Emergency Management Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE IOWA COUNTY BOARD OF SUPERVISORS, that the County of Iowa Emergency Response Plan be adopted as the official plan of emergency/disaster Planning, Response, Recovery and Mitigation activities.

_____ _____

David J. Bauer, Iowa County Board Chair Date

_____ _____

Greg Klusendorf, Iowa County Clerk Date

Introducing...

National Response Framework

Homeland Security

January 2008

NATIONAL RESPONSE FRAMEWORK

What Is the *National Response Framework*?

The *National Response Framework* presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies – from the smallest incident to the largest catastrophe.

This important document establishes a comprehensive, national, all-hazards approach to domestic incident response.

The *Framework* defines the key principles, roles, and structures that organize the way we respond as a Nation. It describes how communities, tribes, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. It also identifies special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. The *Framework* enables first responders, decisionmakers, and supporting entities to provide a unified national response.

How Did the *Framework* Evolve?

In recent years, our Nation has faced an unprecedented series of disasters and emergencies, and as a result our national response structures have evolved and improved to meet these threats. The *National Response Framework* reflects those improvements and replaces the former *National Response Plan (NRP)*.

This *Framework* represents a natural evolution of the national response architecture. Although the *NRP* was originally called a plan, it was actually a framework written to guide the integration of local, tribal, State, and Federal response efforts. By adopting the term "framework" within the title, this document is now more accurately aligned with its intended purpose.

Who Needs To Know About This *Framework*?

The *Framework* is written for senior elected and appointed leaders, such as Federal department or agency heads, Governors, mayors, tribal leaders, and city or county officials – those who have a responsibility to provide an effective response to preserve the safety and welfare of the community.

At the same time, the *Framework* informs emergency management practitioners, explaining the operating structures and systems used routinely by first responders and emergency managers at all levels of government.

The *Framework* document is augmented with online access to supporting documents, further training, and an evolving resource for exchanging lessons learned.

An effective, unified national response requires layered, mutually supporting capabilities.

The Framework systematically incorporates public-sector agencies at all levels, the private sector, and nongovernmental organizations (NGOs). It also emphasizes the importance of personal preparedness by individuals and households.

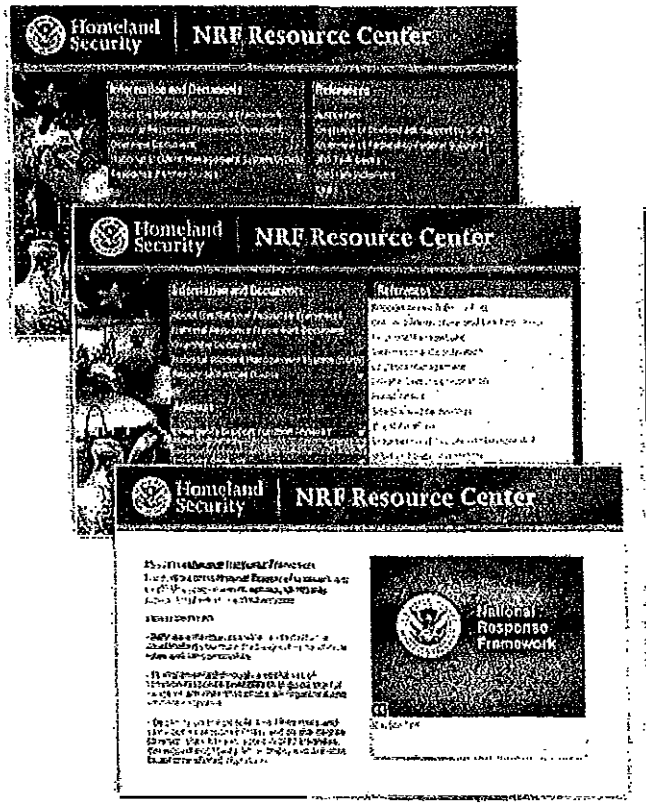
Sharing Resources and Best Practices

Looking for additional information?

The *National Response Framework (NRF)* Resource Center provides ready access to information and tools needed for all response partners to fulfill their roles under the *Framework*.

Key Documents

- *National Response Framework (NRF):* Delineates our Nation's response doctrine, responsibilities, and structures.
- *National Incident Management System (NIMS):* Establishes a systematic approach for managing incidents nationwide.
- *ESF, Support, and Incident Annexes:* Provide concept of operations, procedures, and structures for achieving response objectives.
- *National Strategy for Homeland Security:* Reflects the National Preparedness Guidelines, which include the National Planning Scenarios.
- *Response Partner Guides:* Provide a ready reference of key roles and actions for local, tribal, State, Federal, and private sector response partners.



References

- Authorities and References
- Stafford Act Support Overview
- Federal-to-Federal Support Overview
- Task Books/Position Descriptions
- Standard Operating Procedures
- Glossary of Terms/Acronyms
- Additional Links

Learning Resources

- Job Aids
- Training Courses
- Online Videos

Comprehensive Information With Just One Click

http://www.fema.gov/NRF

A *Framework* for Sharpening National Response

The *National Response Framework* is a guide to how the Nation conducts all-hazards response.

Guided by the input and help of many hundreds of stakeholders, the *Framework* represents a natural evolution of the national response architecture. Specifically, the *Framework*:

- Reflects lessons learned and defines the core principles for managing incidents.
- Broadens the focus from a purely Federal plan to one that is truly national.
- Methodically describes the who, what, and how of emergency preparedness and response.
- Articulates the five key principles of response doctrine.

Response Doctrine: Key Principles

- **Engaged Partnership.** Leaders at all levels must communicate and actively support engaged partnerships by developing shared goals and aligning capabilities so that no one is overwhelmed in times of crisis.
- **Tiered Response.** Incidents must be managed at the lowest possible jurisdictional level and supported by additional capabilities when needed.
- **Scalable, Flexible, and Adaptable Operational Capabilities.** As incidents change in size, scope, and complexity, the response must adapt to meet requirements.
- **Unity of Effort Through Unified Command.** Effective unified command is indispensable to response activities and requires a clear understanding of the roles and responsibilities of each participating organization.
- **Readiness To Act.** Effective response requires readiness to act balanced with an understanding of risk. From individuals, households, and communities to local, tribal, State, and Federal governments, national response depends on the instinct and ability to act.

National Response Framework Components

The *Framework's* clear, simple writing style makes the serious work of incident management understandable for government and business executives as well as emergency management practitioners. The *Framework* is structured as follows:

Chapter I: Roles and Responsibilities — Sharpens the focus on who is involved with emergency management activities at the local, tribal, State, and Federal levels and with the private sector and NGOs.

Chapter II: Response Actions — Describes what we as a Nation collectively do to respond to incidents.

Chapter III: Response Organization — Explains how we as a Nation are organized to implement response actions.

Chapter IV: Planning — Emphasizes the importance of planning and summarizes the elements of national planning structures.

Chapter V: Additional Resources — Summarizes the content and plan for the online NRF Resource Center.

IOWA COUNTY
POSITION DESCRIPTION

Position Title: Volunteer Assistant Emergency Management Coordinator

Department: Emergency Management Services

Supervisor: Emergency Management Director

Governing Committee: Justice Committee

Employee Group: Volunteer

PURPOSE OF POSITION:

The primary purpose of this position is to assist the Emergency Management Director in the response, recovery and mitigation phases of the County emergency management program. The volunteer's service is performed under the direction of the Emergency Management Director.

Essential Duties and Responsibilities:

The Volunteer Assistant Emergency Management Coordinator could be asked to perform the following services. These are not to be construed as exclusive or all-inclusive; other services may apply. All of these services are subject to the Volunteer Assistant Coordinator's availability.

- Perform emergency response and recovery duties of the Director in his/her absence
- Assist in a fixed or mobile Emergency Operations Center as a representative of Iowa County Emergency Management
- Assist in a Command Post as a representative of Iowa County Emergency Management
- Assist with Exercises and Training programs sponsored by the Iowa County Emergency Management Office

Minimum training and experience required to perform job functions:

- Have completed or will complete the Federal Emergency Management Agencies of IC100, 200, 300, 400 & 700
- Have command/supervisor experience in a public safety discipline
- Valid Wisconsin motor vehicle operator's license
- Be willing to attend additional training related to performing Emergency Management functions
- Have high school diploma or equivalent

Knowledge, skills, and abilities required to perform job functions:

- Have technology skills that include basic computer operation, mobile phone operations including texting
- Have basic skills with Microsoft Word and Excel
- Considerable knowledge of emergency scene management
- Be knowledgeable of the Iowa County Public Safety Communications System and procedures
- Leadership and organizational skills
- Knowledge of community agencies, resources and services available in Iowa County and the surrounding counties
- Good oral and written communication skills and habits
- Ability to work effectively and harmoniously as a part of a team, with state and local government entities, staff, community agencies and the general public. Must also be able to work independently.

- Ability to work in stressful emergency situations
- When available, respond to emergency calls day or night on short notice

Working Environment:

- Over 60% of the time, work is performed outside.
- Approximately 40% of time there could be exposure to fumes, mists, and gases.
- About 10% of the time or less would involve working outside the workplace environment, exposure to levels of noises that are very loud, distracting and/or uncomfortable and exposure to hazardous chemicals.
- In unusual situations, extreme cold conditions are present, dramatic shifts of temperature between extreme cold and normal or hot temperatures, extreme heat, temperature changes, wet and humid conditions, and vibrations. Certain hazards-mechanical, electrical, burns, explosives, heights, and fast moving vehicles. Noxious odors, dust, and working in a physically confined worksite are also present in unusual situations.
- Ability to work under moderately safe and comfortable conditions when environment factors such as temperature variations, odors, toxic agents, machinery, noise, vibrations, wetness, and/or dust are present

Physical requirements:

- Ability to maneuver and steer equipment and machinery requiring simple but continuous adjustments, such as operating a motor vehicle. Ability to handle, load and unload, and move and guide materials using simple tools.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use. Ability to operate computer keyboard/typewriter, photocopier, fax machine, telephone.
- Ability to exert moderate physical effort in sedentary to light work, involving stooping, kneeling, crouching and crawling. Ability to lift, carry, push and pull.
- Ability to recognize and identify similarities or differences between characteristics of colors, forms, sounds, tastes, odors, textures etc. associated with objects, materials and ingredients.

I have reviewed the Iowa County Volunteer Assistant Emergency Management Coordinator position description and the Iowa County Volunteer Services Policy and Procedure. I recognize that the County does not require employees to perform duties as volunteers that they may otherwise be compensated for by contract or policy, nor will compensation be offered for volunteered service.

Per county reimbursement policy, expenses incurred for mileage and meals related to training and outside of Iowa County would be reimbursed at the rates in effect at the time.

Per the Iowa County Volunteer Policy:

> *A volunteer is a person recognized and authorized by Iowa County or one of its authorized officials, employees, or agents to perform services for Iowa County without receipt of compensation other than reimbursement for approved expenses.*

_____

Print Name

_____

Signature

_____

Date