

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY

Dave O'Connell, HR Director  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY



June 3, 2014  
DATE DRAFTED

**CONFIRMING THE APPOINTMENT OF  
COUNTY ADMINISTRATOR**

- 1 **WHEREAS**, the current County Administrator, Craig Knutson, will be retiring on August 1, 2014;
- 2 and,
- 3
- 4 **WHEREAS**, the County has conducted a comprehensive recruitment effort to fill the job of County
- 5 Administrator; and,
- 6
- 7 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 8
- 9 **WHEREAS**, the County Board Staff Committee has recommended the hiring of Joshua M. Smith as
- 10 the new County Administrator; and,
- 11
- 12 **WHEREAS**, the County Board Staff Committee has directed Human Resources Director, Dave
- 13 O'Connell, to act on behalf of the County to negotiate an employment contract with Mr. Smith as the
- 14 new County Administrator; and,
- 15
- 16 **WHEREAS**, said employment contract is attached; and,
- 17
- 18 **WHEREAS**, providing an overlap position starting July 14, 2014 ensures the new County Administrator
- 19 will be properly briefed; and,
- 20
- 21 **WHEREAS**, the County has sufficient funds to pay for the overlap position; and,
- 22
- 23 **WHEREAS**, Craig Knutson will be the County Administrator through the end of the day on August 1,
- 24 2014 and Mr. Smith will become the County Administrator on August 2, 2014.
- 25
- 26 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 27 this June day of 12, 2014, confirms the appointment of Joshua M. Smith, as County
- 28 Administrator in accordance with the attached employment contract.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Sandra Kraft  
Sandra Kraft, Vice Chair

Eva Arnold  
Eva Arnold

Henry Brill  
Henry Brill

Betty Jo Bussie  
Betty Jo Bussie

Mary Mawhinney  
Mary Mawhinney

Louis Peer  
Louis Peer

Alan Sweeney  
Alan Sweeney

Absent  
Kurtis Yankee

14-6A-043

CONFIRMING THE APPOINTMENT OF COUNTY ADMINISTRATOR

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FISCAL NOTE:

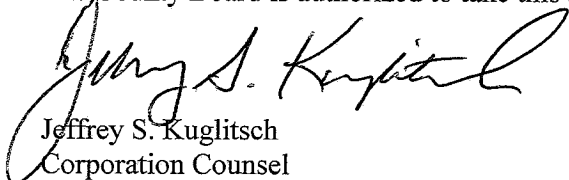
Sufficient funds are available in the 2014 County budget for the cost of this position.



Sherry L. Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 59.18(1) and 59.22(2), Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

The choice of a County Administrator is a policy matter. I look forward to working with Mr. Smith during the overlap period to bring him up to speed on the issues the County is dealing with. I feel he will do a fine job.



Craig Knutson  
County Administrator

## County of Rock, Wisconsin County Administrator Employment Agreement

THIS INITIAL AGREEMENT is made and entered into this 12<sup>th</sup> day of June, 2014, by and between the County of Rock, Wisconsin, hereinafter referred to as "County", and Joshua M. Smith, hereinafter referred to as "County Administrator" or "Employee."

Mr. Smith shall serve and perform the duties of County Administrator for the County of Rock under the following terms and conditions:

1. **Duties:**

Subject to the provisions herein contained, the County of Rock, Wisconsin hereby employs Mr. Smith as County Administrator pursuant to Wisconsin Statutes Section 59.18 to perform the functions and duties as specified in said section and to perform other legally permissible and proper duties and functions as the County Board shall from time to time assign either directly or through the County Board Chair, and shall further perform the duties described in the County Administrator's job description dated May 2014; a copy of which is attached to this Agreement.

The County Administrator agrees to perform at a professional level of competence the functions and duties of the position. The County Administrator agrees to devote the time necessary to complete the duties and responsibilities of the position. The County Administrator may not engage in non-County related business without the prior approval of the County Board Staff Committee. Otherwise, the County Administrator may engage in any pursuit that does not interfere with the proper discharge of the duties and responsibilities of the position.

2. **Date of Employment:**

The Employee's initial date of employment shall be established as July 14, 2014.

3. **Term and Review:**

The County Administrator is an "at will" employee, whose service is subject to State law, the terms of this Agreement and other County policies. The term of this Agreement shall be on-going and will renew automatically on the anniversary date of employment unless requested to be reviewed by either the County Board Staff Committee or the County Administrator.

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4. **Salary:**

The County shall initially pay the County Administrator as compensation for his service a starting annual salary of \$127,500 paid in the same manner as salaries of other County employees.

Future changes to the County Administrator's salary will be recommended by the County Board Staff Committee and approved by the County Board. Salaries and benefits shall not be reduced during the term of this Agreement to a greater extent than for all other exempt County employees.

In addition to the annual salary, the County shall also make an annual contribution of \$4,000 to a deferred compensation plan of the County Administrator's choice. This contribution shall be made in equal installments every pay period. Should the County Administrator leave during the year, this payment shall be prorated based on the portion of the year that the County Administrator worked.

5. **Performance Evaluation:**

The County Board Staff Committee, shall review the performance of the County Administrator at the end of his first six months on the job, and then annually after that based on the County Administrator's date of employment. The initial review shall be based on the "Transition Goals, Plans and Objectives" document (See attached draft.). After the initial review, future reviews will be based upon established goals and performance objectives agreed upon by the County Board Staff Committee and the County Administrator.

6. **Benefits:**

The County Administrator shall be entitled to such benefits as provided in the Personnel Ordinance and as otherwise established by the County Board for exempt managerial employees with exceptions as noted in this Agreement.

7. **Residency:**

The County Administrator is encouraged to reside in Rock County, but there is not a residency requirement. The County Administrator is expected to be engaged and involved in activities and events throughout the County as his schedule, availability and work allows.

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8. **Vacation and Sick Leave:**

The County Administrator will be provided a bank of 10 days (80 hours) of vacation upon date of employment and an additional 15 days (120 hours) of vacation on January 1, 2015, for use during his first year of service. Effective on the County Administrator's anniversary of his date of employment he will receive 25 days (200 hours) of vacation. The accrual and usage of vacation and sick leave will be consistent with exempt employees as outlined in the Personnel Ordinance.

9. **Dues, Subscriptions and Conferences:**

The County agrees to budget and pay for professional dues, subscriptions and attendance at conferences for the County Administrator for his participation in the Wisconsin City/County Management Association (WCMA), the International City/County Management Association (ICMA), and the Wisconsin County Executives and Administrators Association (WCEA). The County will also pay for professional dues and subscriptions to other organizations and attendance at other conferences as approved by the County Board, with national, regional, state and local associations and organizations which are deemed necessary and desirable for the County Administrator's continued professional growth and advancement, and for the good of the County.

10. **Other Expenses:**

The County Administrator shall receive an annual automobile allowance of \$6,000 and a \$2,000 expense allowance. Should the County Administrator leave during the year, this payment shall be prorated based on the portion of the year that the County Administrator worked.

11. **Retirement:**

The County agrees to contribute the County's share of the County Administrator's retirement contribution to the Wisconsin Retirement System in a manner consistent with which contributions are made for other exempt management employees.

12. **Moving Expenses:**

The County will reimburse the County Administrator for moving expenses subject to the following provisions: up to \$6,000 to move within the boundaries of Rock County by August 31, 2015, or up to \$3,000 to move within the boundaries of Rock County by

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August 31, 2016. The County Administrator shall obtain two quotes for the move and shall accept the most responsible cost effective bid. The County Administrator shall provide receipts for all reimbursable expenses. In the event that the County Administrator shall leave employment with the County prior to August 31, 2016, he shall be required to reimburse the County in an amount equal to the amount received for moving expenses, which the County may withhold from final salary payments otherwise due.

13. **Termination of Employment/Severance Pay:**

In the event the County Administrator intends to resign from his employment with the County of Rock, he shall give the County thirty (30) days' notice of such resignation, unless otherwise approved by the County Board. Notice shall be in writing and delivered to the County Clerk and the Human Resource Department.

Termination without cause:

Upon the determination of a majority of the County Board the County Administrator may be discharged without cause. The County shall provide 30 days written notice of the intent to terminate the services of the County Administrator. In the event of such a termination without cause, the County Administrator shall be entitled to receive severance compensation from the County in the amount of six (6) months of salary at his present annual wage rate.

Termination for good cause:

The County Administrator may be terminated for "good cause." "Good cause" shall be the employee's: (a) material breach of this Agreement; (b) negligent performance or nonperformance of any of his duties hereunder; (c) dishonesty or fraud with respect to the business, administration, or operations of the County; (d) conviction of a felony; (e) chronic alcohol or drug abuse; (f) material insubordination; (g) breach of duties and loyalty to the County; or (h) other similar actions, performance, or behavior. In the event of termination for "good cause," the County Administrator shall not be entitled to receive severance compensation from the County.

14. **Personnel Ordinance:**

All provisions of this Agreement that apply to the County Administrator that are contrary to the Personnel Ordinance shall apply to the County Administrator and take precedence over the Personnel Ordinance.

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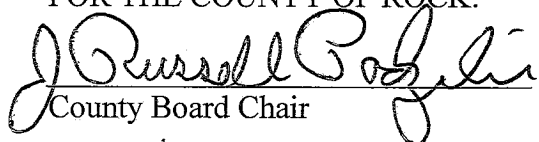
Except as otherwise specifically provided in this Agreement, or by ordinance or resolution of the County Board, the County Administrator shall be subject to all policies and procedures of the County which apply generally to other exempt management employees.

This agreement shall be interpreted under the laws of and in the courts of the State of Wisconsin. This Agreement constitutes the entire Agreement between the County and the County Administrator and can only be amended by written agreement executed by both parties.

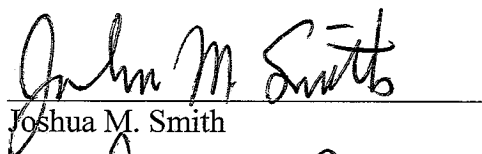
If, during the term of this Agreement, a specific clause of the Agreement is held illegal by a court of competent jurisdiction under federal or state law, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Rock has caused this Agreement to be signed and executed on its behalf by the Chair of the Rock County Board of Supervisors and the Rock County Clerk; and Mr. Smith has signed and executed this Agreement.

FOR THE COUNTY OF ROCK:

  
County Board Chair

Date: June 12, 2014

  
Joshua M. Smith

Date: June 12, 2014

  
County Clerk

Date: June 12, 2014

## **County of Rock**

### **County Administrator -Transition Goals, Plans and Objectives**

#### **Transition Objective:**

To become integrated into Rock County government as the Chief Administrative Officer of the County within a short time period and provide the full range of management activities as outlined in the current position description.

#### **Transition Goals:**

- Establish professional relationships with County Board members, other elected County Officials and County staff to develop a team approach in the day to day operations of the County.
- Develop a full understanding of each department's mission, goals and challenges to be prepared to provide appropriate guidance and be a champion for solving problems.
- Ensure a full understanding of the County's organizational culture and the current process and procedures that has made the County successful in its mission.
- Establish visibility and relationships with key stakeholders in the County to include other governmental entities, not-for profits and the private sector.
- Have a clear understanding of the County's long-term and short-term goals through review of existing documents and dialogues with elected County officials.

#### **Key Milestones:**

#### **Immediate Objectives:**

- Shadow the current County Administrator during the weeks of overlap.
- Work with the County Finance Department, Assistants to the County Administrator and Human Resource Department to get up to speed on the current status of the 2014 Budget and prepare the 2015 Budget.
- Prepare and present the Capital Improvement Plan to the County Board.
- Meet with each department head individually to review current status of department and discuss leadership and operations process.
- Conduct departmental "briefs" with department leadership to discuss mission, current department status, key hot topics (department specific), major projects and current and proposed budget status. (This currently happens annually as part of the Administrator's review of each Department's budget requests.)



- Have "coffees" with small groups of County Board members to develop professional working relationships and identify key individual goals for the County's future.

#### 1-3 Month Objectives:

- Work with elected officials and senior staff on identifying key community events and organizations.
- Reach out to all county sites to meet as many staff members as possible; express personal and professional leadership goals and philosophies.
- Reach out to municipal staff/leadership of cities, villages and towns within the County.
- Pay particular attention to learning more about planning and development issues, land conservation and agricultural issues facing the County.
- Reach out to staff of state and federal legislative delegations.
- Ensure full understanding of personnel policies and procedures. Understand what past practices are in place.
- Develop operational schedule to accomplish duties and responsibilities as administrator, balancing work/life schedule.

#### 4-6 Month Objectives:

- Join and/or become involved in professional organizations to include the Wisconsin Counties Association, Wisconsin City/County Management Association, and the Wisconsin County Executives and Administrators Association.
- Complete final review of all policies, procedures and processes. Provide input to respective departments as needed. Complete understanding of key performance indicators by department.
- Refine communication strategy with elected officials and staff based on what is working and not working.
- Work to reach out and introduce self to additional key stakeholders of the County to include: business community, not-for profits, private sector organizations, educational institutions (UW-Whitewater, UW-Rock County, Blackhawk Technical College), etc.
- Conduct a check-in with Department Heads on progress and feedback as to how the County Administrator is doing.
- After six months review goals and objectives and give a status report to the County Board Staff Committee. Adjust the 7-12 month goals based on County Board Staff Committee feedback.

#### 7-12 Month Objectives:

- Work with respective department leadership teams on updating and prioritizing department's strategic short term and long term goals ensuring they are in line with the County's Board Goals and Objectives.

- Continue to look for opportunities to meet and be active at events and activities in the county, regionally and at the state level.
- Work with Finance Department to review five year projections and discuss impact to County's goals and objectives.
- Participate with the County Board Staff Committee in setting up a formal annual performance review process. Use as an opportunity to prepare goals and objectives for the next 1- 3 years.
- Begin preparing for the 2016 budget.

**On-Going Objectives:**

- Conduct annual performance reviews on current staff in the Administrator's Office and Department Heads based on their anniversary dates.