

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Planning & Development Committee
INITIATED BY

Planning & Development Committee
SUBMITTED BY



Annette Mikula, HR Director
DRAFTED BY

August 17, 2015.
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
DIRECTOR OF PLANNING AND DEVELOPMENT**

- 1 **WHEREAS**, the former Director of Planning and Development resigned on August 31, 2013; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Director of Planning and
- 4 Development; and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Colin Byrnes, who has been recommended by
- 9 the Planning & Development Committee; and,
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 12 this 10th day of Sept., 2015, confirms the appointment of Colin Byrnes, as Director of
- 13 Planning and Development in accordance with the attached conditions of employment.

15-9A-363

Respectfully Submitted,

PLANNING & DEVELOPMENT COMMITTEE

[Signature]
Alan Sweeney, Chair

Absent
Mary Mawhinney, Vice-Chair

[Signature]
Wes Davis

[Signature]
Wayne Gustina

Absent
Jason Heidenreich

LEGAL NOTE:

County Board is authorized to take this action pursuant to § 59.22(2), Wis. Stats.

[Signature]
Jeffrey S. Kuglitsch
Corporation Counsel

FISCAL NOTE:

Sufficient funds are available in the 2015 Planning and Development budget for the cost of this position.

ADMINISTRATIVE NOTE:

Recommended,

[Signature]
Josh Smith
County Administrator

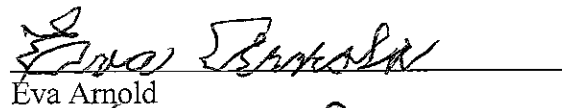
[Signature]
Sherry Oja
Finance Director


CONFIRMATION OF APPOINTMENT OF DIRECTOR OF PLANNING AND DEVELOPMENT
Page 2

COUNTY BOARD STAFF COMMITTEE

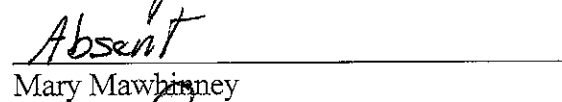

J. Russell Podzilni, Chair

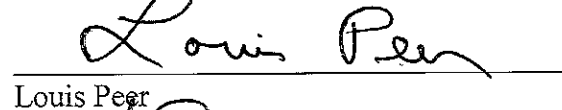

Sandra Kraft, Vice Chair

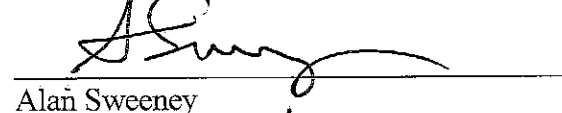

Eva Arnold

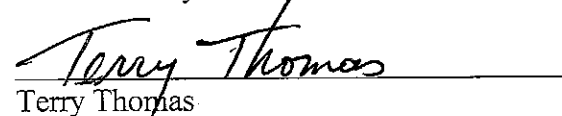

Henry Brill


Betty Jo Bussie


Mary Mawhinney


Louis Peer


Alan Sweeney


Terry Thomas

COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Colin Byrnes (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of Colin Byrnes to serve as Director of Planning and Development,

WHEREAS EMPLOYEE, whose current address is 434 N Oak Street, Oregon, Wisconsin 53575 is able and willing to serve as the Director of Planning and Development;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. **CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS.** Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the County Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the County Administrator the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Administrator.

2. **DUTIES OF EMPLOYEE; GENERAL PROVISIONS.** EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator may reasonably require.

3. **DUTIES OF EMPLOYEE; JOB DESCRIPTION.** The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Administrator, as set forth in paragraph 1 hereof.

4. **DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD.** The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.

5. **DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR.** The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.

53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
54 commencing at 8:00 a.m., Sunday, September 13, 2015, and expiring as of Midnight, September 12,
55 2016, unless earlier terminated under other provisions of this agreement or by operation of law.
56

57 7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered
58 renewed unless extended in writing by mutual agreement of the parties. If it is the County
59 Administrator's intention not to renew this agreement, the County Administrator will attempt to give
60 EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement,
61 provided, however, that failure to give such notice shall create no obligation on EMPLOYER to
62 continue EMPLOYEE's employment beyond the expiration date of this agreement. The County
63 Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to
64 exceed 3 months, pending renewal of this agreement.
65

66 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at
67 all times observe and comply with all ethical obligations imposed or required by constitution, statute,
68 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in
69 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the
70 duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times
71 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the
72 EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information
73 gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
74

75 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall
76 not at any time or in any manner, either during the term of this agreement or thereafter, either directly
77 or indirectly divulge, disclose or communicate to any person any confidential information gained in
78 the performance of EMPLOYEE's duties except as otherwise required or compelled by law.
79

80 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to
81 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term
82 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which
83 is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance,
84 subject to prior approval of the County Administrator.
85

86 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from
87 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE
88 shall have as a condition of employment a job to perform and shall work such hours as are
89 necessary to accomplish the tasks assigned to EMPLOYEE.
90

91 12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her
92 designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives
93 for both EMPLOYEE and EMPLOYER.
94

95 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not
96 have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
97 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
98

99 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay
100 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
101 direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the
102 EMPLOYEE.
103

104 15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER
105 shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
106 accordance with Rock County ordinances and regulations on reimbursement of expenses, provided
107 that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and
108 procedures prior to incurring or claiming reimbursement for such expenses. It is expressly

109 understood that prior approval of the County Administrator is required for attendance at conferences
110 held outside of Wisconsin and that attendance is further subject to the rules, regulations and
111 ordinances applicable to managerial employees employed by the EMPLOYER.
112

113 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in
114 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall
115 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
116 EMPLOYER, on the same terms as these are made available to non-represented managerial and
117 professional employees of EMPLOYER.
118

119 17. VACATION. EMPLOYEE shall receive twenty five (25) days of vacation commencing with
120 County anniversary date, September 18. Carry-over of unused vacation shall be allowed under such
121 conditions as are contained in the Rock County Personnel Policy.
122

123 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR
124 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall
125 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
126 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
127 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
128 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible
129 Spending Account, at EMPLOYEE's option and to the extent permitted by law.
130

131 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
132 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to
133 the County Administrator. Any such notice, once accepted by the County Administrator, may not be
134 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for
135 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted
136 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to
137 EMPLOYEE upon resignation, provided sufficient notice as required above is received.
138

139 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
140 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under
141 this agreement may be suspended, by the County Administrator at any time during its term, in the
142 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee
143 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and
144 including discharge.
145

146 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
147 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County
148 Administrator and be accomplished by the County Administrator.
149

150 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
151 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the
152 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any
153 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
154 EMPLOYEE consents thereto.
155

156 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
157 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
158 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
159 obligations.
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161 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are
162 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
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25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.

26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: 8/19/15

Josh Smith
Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: 8/19/15

Colin M. Byrnes
Colin Byrnes, Director of Planning and Development

WITNESS:

Date: 8/19/15

[Signature]