

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Works Committee
INITIATED BY

Public Works Committee
SUBMITTED BY



Amy Spoden, HR Manager
DRAFTED BY

May 15, 2017
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
PUBLIC WORKS DIRECTOR**

- 1 **WHEREAS**, the position of Public Works Director is currently vacant; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Public Works Director;
- 4 and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Duane M. Jorgenson, Jr., who has been
- 9 recommended by the Public Works Committee.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 12 this 25th day May, 2017, confirms the appointment of Duane M. Jorgenson, Jr., as Public
- 13 Works Director in accordance with the attached conditions of employment.

Respectfully Submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie
Betty Jo Bussie, Chair

Brent Fox
Brent Fox, Vice Chair

Eva Arnold
Eva Arnold

Brenton Driscoll
Brenton Driscoll

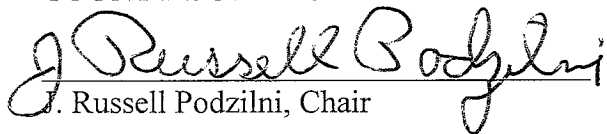
Rick Richard
Rick Richard

17-5B-288

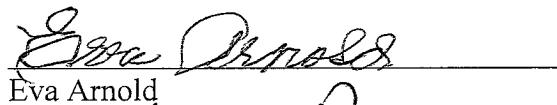
CONFIRMATION OF APPOINTMENT OF PUBLIC WORKS DIRECTOR

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COUNTY BOARD STAFF COMMITTEE


J. Russell Podzilni, Chair

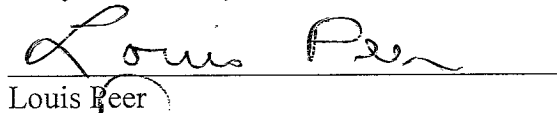

Sandra Kraft, Vice Chair

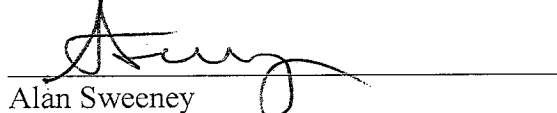

Eva Arnold


Henry Brill


Betty Jo Bussie

absent
Mary Mawhinney


Louis Peer


Alan Sweeney


Terry Thomas

LEGAL NOTE:

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


Jeffrey S. Kuglitsch
Corporation Counsel

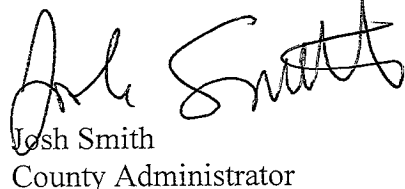
FISCAL NOTE:

There are sufficient funds in the Public Works budget.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

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 Duane Jorgenson (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 EMPLOYEE to serve as Rock County's Public Works Director; and

WHEREAS EMPLOYEE, whose current address is 1438 S Orchard St, Janesville, is able and willing to serve as Rock County's Public Works Director;

NOW, THEREFORE, in consideration of the above 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 commencing at
 54 12:01 a.m., Friday, May 26, 2017, and expiring as of Midnight, January 3, 2018, unless earlier
 55 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.
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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 (20) days of vacation annually. Carry-over
120 of unused vacation shall be allowed under such conditions as are contained in the Rock County
121 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: _____

Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: _____

Duane Jorgenson, Public Works Director

WITNESS:

Date: _____
