

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Amy Spoden, Asst. Human Resource Dir.  
DRAFTED BY

January 2, 2019  
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF  
AIRPORT DIRECTOR**

- 1 **WHEREAS**, the former Airport Director retired on November 4, 2017; and,
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- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Airport Director; and,
- 4
- 5 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
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- 7 **WHEREAS**, the County Administrator has appointed Greg Cullen, who has been recommended by the
- 8 County Board Staff Committee; and,
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- 10 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 11 this 10<sup>th</sup> day of January, 2019, confirms the appointment of Greg Cullen, as Airport Director
- 12 in accordance with the attached conditions of employment.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Mary Mawhinney  
Mary Mawhinney, Vice Chair

Richard Bostwick  
Richard Bostwick

Henry Brill  
Henry Brill

Absent  
Betty Jo Bussie

Louis Peer  
Louis Peer

Alan Sweeney  
Alan Sweeney

Terry Thomas  
Terry Thomas

Bob Yeomans  
Bob Yeomans

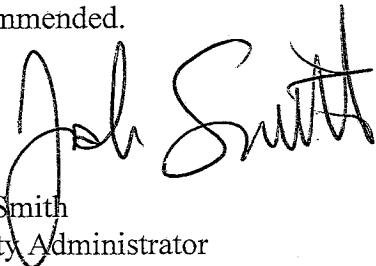
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CONFIRMATION OF APPOINTMENT OF AIRPORT DIRECTOR

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ADMINISTRATIVE NOTE:

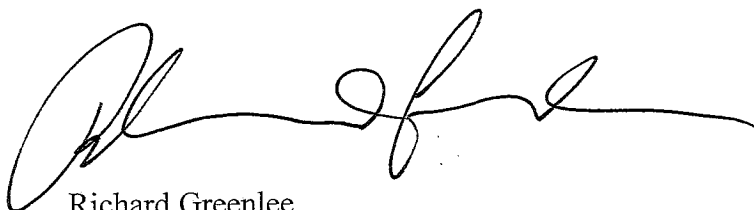
Recommended.



Josh Smith  
County Administrator

LEGAL NOTE:

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



Richard Greenlee  
Corporation Counsel

FISCAL NOTE:

Funds were included in the 2019 budget for the Airport Director position.



Sherry Oja  
Finance Director

# 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 Greg Cullen (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 Greg Cullen to serve as Airport Director,

WHEREAS EMPLOYEE, whose current address is 7621 Conifer Ct, Deforest, WI, 53532 is able and willing to serve as Airport Director;

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.

6. **TERM OF AGREEMENT.** The term of this agreement shall be a period of 1 year, commencing at 8:00 a.m., Tuesday, January 1, 2019, and expiring as of Midnight, December 31, 2019, unless earlier terminated under other provisions of this agreement or by operation of law.

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

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

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

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

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

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

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

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

15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Rock County ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and procedures prior to incurring or claiming reimbursement for such expenses. It is expressly understood that prior approval of the County Administrator is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed by the EMPLOYER.

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

17. VACATION. EMPLOYEE shall receive fifteen (15) days of vacation annually on anniversary date, November 27. Carry-over of unused vacation shall be allowed under such conditions as are contained in the Rock County Personnel Policy.

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

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

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

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

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

23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.

24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.

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

165 agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable  
166 federal law.

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168 26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes  
169 the entire agreement of the parties and supersedes any and all negotiations of the parties relating to  
170 the subject matter hereof. Any prior employment agreement between the parties, together with any  
171 extension or renewal of such agreement, is likewise terminated and superseded by this Agreement.  
172 All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment  
173 agreement between the parties are hereby compromised in their entirety.  
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175 IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement  
176 effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE  
177 have affixed their respective signatures, as indicated below.  
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182 **FOR EMPLOYER:**

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185 Date: \_\_\_\_\_

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186 Josh Smith, Rock County Administrator  
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190 **BY EMPLOYEE:**

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192 Date: \_\_\_\_\_

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193 Greg Cullen, Airport Director  
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196 **WITNESS:**

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198 Date: \_\_\_\_\_

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