

ROCK COUNTY, WISCONSIN



NOTE: This is a Teleconference

**COUNTY BOARD STAFF COMMITTEE
THURSDAY, FEBRUARY 11, 2021 – 4:00 P.M.
CALL: 1-312-626-6799
MEETING ID: 880 3608 6493
PASSCODE: 978627**

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- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.

- Supervisors: Please identify yourself by name
- **Please mute your phone when you are not speaking to minimize background noises**
- We are new at holding meetings this way, so please be patient

Instructions for the hearing impaired –

<https://support.zoom.us/hc/en-us/articles/207279736-Getting-started-with-closed-captioning>

Please contact (608)757-5510 if you are going to be late or if you will not be able to attend the meeting.

COUNTY BOARD STAFF COMMITTEE
THURSDAY, FEBRUARY 11, 2021 – 4:00 P.M.

Agenda

1. Call to Order
2. Approve Agenda
3. Resolutions and Committee Action
 - A. Confirmation of Appointment of Health Officer
4. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail countyadmin@co.rock.wi.us at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

Please contact (608)757-5510 if you are going to be late or if you will not be able to attend the meeting.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Board of Health Committee
INITIATED BY

Board of Health Committee
SUBMITTED BY



Amy Spoden, Asst. HR Director
DRAFTED BY

February 8, 2021
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
HEALTH OFFICER**

- 1 **WHEREAS**, the previous Health Officer, will leave County employment on February 15, 2021; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Health Officer; and,
- 4
- 5 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 6
- 7 **WHEREAS**, the County Administrator has appointed Katrina Harwood, who has been recommended by the
- 8 Board of Health Committee; and,
- 9
- 10 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this
- 11 _____ day of _____, 2021, confirms the appointment of Katrina Harwood, as Health Officer in
- 12 accordance with the attached conditions of employment.

Respectfully Submitted,

BOARD OF HEALTH COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Louis Peer, Chair

Richard Bostwick, Chair

Dr. Connie Winter, DDS, Vice Chair

Wes Davis, Vice Chair

Doug Wilde

Mary Beaver

Shirley Williams

Tom Brien

Eric Gresens, R. PH

Kevin Leavy

Dr. Kaitlyn Meyers, DVM, MPH

Louis Peer

Danette Rynes

J. Russell Podzilni

Dr. Vijaya Somaraju, MD, MPH, FACP

Alan Sweeney

Debra Kolste

Bob Yeomans

CONFIRMATION OF APPOINTMENT OF
HEALTH OFFICER

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FISCAL NOTE:

Funds for this position were included in the 2021 budget.

/s/Sherry Oja

Sherry L. Oja
Finance Director

LEGAL NOTE:

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

s/Richard Greenlee

Richard Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith
County Administrator

1 COUNTY OF ROCK, WISCONSIN

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3 Employment Services Agreement

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5 THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter
6 referred to as "EMPLOYER") and Katrina Harwood (hereinafter, "EMPLOYEE"),

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8 WITNESSETH:

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10 WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street,
11 Janesville, WI 53545, desires to obtain the services of Katrina Harwood to serve as Health Officer,

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13 WHEREAS EMPLOYEE, whose current address is [REDACTED],
14 [REDACTED] is able and willing to serve as Health Officer;

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

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

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

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

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

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

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52 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
53 commencing at 8:00 a.m., Monday, March 8, 2021, and expiring as of 11:59, March 7, 2022, unless
54 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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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112 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in
113 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall
114 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
115 EMPLOYER, on the same terms as these are made available to non-represented managerial and
116 professional employees of EMPLOYER.
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118 17. VACATION. EMPLOYEE shall receive fifteen (15) days of vacation on date of hire and
119 annually on anniversary date, March 8. Carry-over of unused vacation shall be allowed under such
120 conditions as are contained in the Rock County Personnel Policy.
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122 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR
123 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall
124 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
125 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
126 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
127 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible
128 Spending Account, at EMPLOYEE's option and to the extent permitted by law.
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130 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
131 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to
132 the County Administrator. Any such notice, once accepted by the County Administrator, may not be
133 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for
134 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted
135 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to
136 EMPLOYEE upon resignation, provided sufficient notice as required above is received.
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138 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
139 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under
140 this agreement may be suspended, by the County Administrator at any time during its term, in the
141 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee
142 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and
143 including discharge.
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145 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
146 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County
147 Administrator and be accomplished by the County Administrator.
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149 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
150 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the
151 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any
152 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
153 EMPLOYEE consents thereto.
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155 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
156 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
157 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
158 obligations.
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160 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are
161 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
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163 25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly
164 understood and agreed that in the event of any dispute between the parties, arising under this

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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: _____
Katrina Harwood, Health Officer

WITNESS:

Date: _____