

RICHLAND COUNTY, WI:
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 18th day of February, 2020, by and between Richland County ("Employer" or "County"), and Clinton Langreck ("Employee"), and constitutes the entire Agreement of the parties as follows:

- 1) **TERM.** The Employee shall be appointed as County Administrator by a majority vote of the County Board and shall serve in that role under the terms of this Agreement. This Agreement shall commence on March 9th, 2020, and shall be in effect for a three (3) year term ending on March 8th, 2023. At the end of the three-year term, this Agreement shall automatically renew for successive one year terms on the same terms and conditions as set forth herein. The parties may modify the compensation, benefits and/or other terms of this Agreement upon written stipulation of the parties for any renewed term of this Agreement.
 - a) **AT WILL STATUS.** The Employee is an "at will" employee under this Agreement and may be discharged or terminated at any time without reason and without cause by a majority vote of the County Board. It is understood that this article shall not apply to voluntary resignation, mutually agreed upon termination of this Agreement, retirement, or to any other voluntary separation from employment.
- 2) **DUTIES AND RESPONSIBILITIES OF EMPLOYEE.** The Employee shall have the duties and responsibilities set forth in Wisconsin State Statutes
- 3) 59.18 and any other applicable State statutes, in the job description enacted or established by the Employer for the position of County Administrator, in resolutions and ordinances passed by the County Board, and in any other directives issued by the Employer. The Administrator, subject to the limitations defined by Richland County and the laws of the State of Wisconsin, shall be the Administrator of the County, responsible to the County Board for proper administration of the business affairs of the County, the Statutes of the State of Wisconsin, the ordinances of the Richland County, and the resolutions and directives of the County Board. The Employee shall be subject to all provisions set forth in the Personnel Policy for Richland County that are not in conflict with terms of this Agreement, but this Agreement shall supersede any inconsistent terms or difference in procedures set forth in the Personnel Policy.
- 4) **SALARY.** Employer shall pay Employee a salary of \$90,000 in Employee's first 6 months of employment payable in regular installments according to the Employer's normal payroll practices and subject to appropriate withholdings.
 - a) **SIX MONTH PROBATION.** Employee will receive a \$5,000 increase at the end of a six (6) month probationary period, provided a performance evaluation results in a rating at least "meets expectation".
 - b) **SECOND YEAR.** Employee shall receive a minimum increase of \$1,900 in his annual salary at the beginning of the second year of this Agreement.
 - c) **THIRD YEAR.** Employee shall receive a minimum increase of \$1,950 in his annual salary at the beginning of the third year of this Agreement.

- d) **SALARY INCREASES.** Employee may receive larger annual salary increases during the term of this Agreement based upon the results of wage analysis directed by the County, or as otherwise designated by the County Board.
- 5) **PERFORMANCE EVALUATION.** Employer and Employee agree that an initial performance review will be conducted by the Finance and Personnel Committee of the Employee after six (6) months and twelve (12) months and annually thereafter.
 - a) **WAGE REVIEW.** The County Board, may at their discretion, consider an additional increase in the Employee's pay after the twelve (12) month review is completed.
 - b) **EVALUATION PROCESS.** The process for the Employee performance evaluation will be mutually agreed upon by the Employer and Employee. The process, at a minimum, will include the opportunity for both parties to prepare a written evaluation; meet and discuss the evaluation; and present a final written evaluation for the personnel file.
 - c) **GOALS AND OBJECTIVES.** The Employer and the Employee shall define in writing the goals and objectives that they determine necessary for the proper operation of the Administrator's Office, and may further establish the priority among these goals and objectives. The goals and objectives should, to the extent practicable, be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations approved by the Board.
- 6) **PENSION PLAN.** Employer and Employee shall contribute to WRS for Employee as required by State law. Employer shall also contribute to any other benefit plans consistent with the benefits provided to other full time, non-union employees that work for the County.
- 7) **BENEFITED TIME OFF.** Employee shall participate in sick time in the same amounts as are currently provided to other non-represented employees of Richland County. Employee shall have access to two (2) weeks of vacation at start of employment and will be authorized three (3) weeks at the beginning of the 2nd year service; four (4) weeks authorized at the beginning of 7 years; and five (5) weeks at the beginning of 13 years.
- 8) **HOLIDAY.** Employee shall be granted ten (10) paid holidays as other full-time department head level employees of Richland County.
- 9) **GENERAL INSURANCE.** Employer shall offer and provide and pay on behalf of Employee for such health, life, dental, vision, and disability insurance benefits including the Employee's dependents at the same rate and upon the same terms as that which is offered and/or provided to all other employees.
- 10) **PROFESSIONAL DUES.** Employer shall be responsible for the payment of Employee's cost of maintaining membership in the Wisconsin City/County Management Association, (WCMA), and the International City/County Management Association, (ICMA). Employee may attend the annual conferences of the WCMA and the ICMA whenever sufficient funds are available and if authorized by the County Board.
- 11) **MILEAGE REIMBURSEMENT.** Employee shall maintain a privately owned motor vehicle available to execute his/her duties and shall be reimbursed for all employment-related travel outside the County of Richland as provided under County Policy and at the current Wisconsin State adopted mileage rate that all other County employees are eligible to receive.

- 12) **MOBILE DEVICES.** Employer shall provide Employee with a County cellphone for business and appropriate personal usage. Employee acknowledges that any personal activity on a County-owned cellphone is likely subject to open records laws. A county laptop computer with VPN capability will be provided to perform county work offsite.
- 13) **HOURS OF WORK.** The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position. Except when business or personal business requires otherwise, Employee will be available during regular business hours, with routine office hours established as 0700hrs to 1530hrs daily. It is understood that the position of County Administrator routinely requires hours in excess of forty in a week and attendance at evening meetings of County Board and Standing Committees, occasionally at weekend meetings, and as needed in the event of emergencies. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time.
- a) **REMOTE WORK.** Working remotely is permitted in the case of personal emergency(s) or as a planned event. Working remotely shall not exceed twelve (12) days annually, and will have minimal impact on operations.
- 14) **OUTSIDE EMPLOYMENT.** Under this Agreement, the County shall be Employee's primary employer. Employee may engage in activities on personal time outside his employment, such as teaching and consulting, provided that such activities do not impede or interfere with Employee's employment responsibilities under this Agreement and do not result in a conflict of interest. Employee shall advise the County Board prior to engaging in such outside activities.
- 15) **TERMINATION PROVISIONS.** If termination is without cause, or solely based on the discretion of the Employer, the Employee shall receive written notice of termination. The parties agree that the Employer shall have the option to terminate without cause, in its discretion, and that, in this event, all that shall be required and all the process that shall be due shall be a vote of the County Board authorizing the termination of this Agreement.
- a) **SEVERANCE AMOUNT.** If Employee is terminated without cause, then Employee shall receive four (4) month's salary and health insurance coverage as severance compensation.
- b) **SEVERANCE PAYMENT TERMS.** Severance compensation shall be paid at the Employee's current salary at the time of termination. Severance shall be payable at normal County pay periods and shall be deemed a consulting fee. The Employer may require services during the period of severance with reasonable notice and provided that such services do not unreasonably interfere with efforts to secure successive employment. Severance compensation shall cease in its entirety upon the earlier of either the Employee securing employment or at the end of the severance compensation period provided under this Agreement. The Employee cannot file for Unemployment Compensation benefits until after the severance period has expired and he is no longer an employee of Richland County.
- c) **TERMINATION FOR CAUSE.** Employer also reserves the right to terminate Employee's employment for cause by a majority vote of the County Board and, in such case; the Employee shall be terminated immediately and shall not be entitled to severance or other compensation.
- d) **HIGHER STANDARD.** In this regard, the parties recognize that the County Administrator coordinates and directs all administrative and management functions of County government and is therefore a highly responsible and visible representative of the County. Accordingly, the parties

mutually recognize that Employer reasonably expects that Employee shall conduct himself, whether on or off duty, in a manner that exhibits and upholds the highest legal, moral, and ethical standards, and that any failure to do so shall constitute cause for termination under this provision.

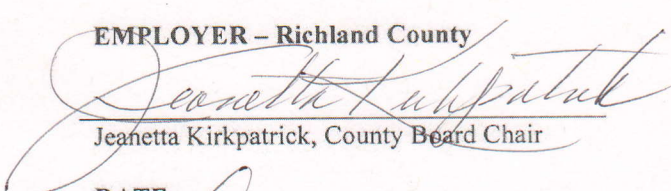
- e) **DEFINITION OF CAUSE.** Further, "cause" under this provision shall also be defined to include, but shall not be limited to: malfeasance or misconduct while in office; conduct that would tend to diminish the respect of the citizenry of the County or that would adversely affect the reputation of the County; and violation of or failure to adhere to County rules or policies currently in force or that the County may implement from time to time, in its discretion; any conduct that would adversely affect or impinge upon the County's ability to enforce standards of conduct for others in its employ; or any other failure to adhere to reasonably expected standards of behavior or performance.
 - f) **DETERMINATION OF CAUSE.** The determination of whether one or more of these criteria for cause has been satisfied shall be committed to the sound discretion of the County Board and its decision under this provision shall be final.
 - g) **COBRA ELIGIBILITY.** Employee will be entitled to COBRA coverage provided that Employee experiences a qualifying event, as determined by federal COBRA regulations.
- 16) **VOLUNTARY RESIGNATION.** If Employee voluntarily resigns this position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination or severance compensation due to Employee. Employee shall be entitled to all other accrued benefits consistent with termination benefits granted to other full time non-represented employees.
- 17) **INDEMNIFICATION.** The County indemnifies the Administrator to the extent required by law and provides additional coverage for acts/omissions in his employment under applicable insurance policies/plans that are in effect at the time of execution of the contract.
- a) **INDEMNIFICATION OF EMPLOYEE.** If Employee is held liable for the payment of any claims or damages, by way of judgement or settlement, Employee shall be entitled to indemnification by the County, if the acts resulting in such liability were done in good faith, without malice, and within the course and scope of employment for the Employee. The County shall not be liable for settlement of any such claim or suit that is reached without its consent, and the County reserves the right to assert any defense and make any settlement of any claim or suit that it deems expedient.
 - b) **LIMITS.** The indemnification provided by this agreement shall not be considered as other insurance for the purpose of eliminating or decreasing the coverage provided to the Employee under any contract of insurance, but shall be supplemental in nature and effective only in the event that the limits of any and all other coverage under any and all contracts of insurance are exceeded.
 - c) **ACTS IN GOOD FAITH.** Whether the acts are done in good faith, without malice, and within the course and scope of employment shall be determined by the County, and such determination shall be final for the purpose of the representation and indemnification afforded under this section; provided, however, that, in the event such representation and indemnification have been denied by the County, if upon a trial on the merits it is determined that the officer or employee was acting in good faith, without malice and within the course and scope of employment, the

indemnification hereunder shall be granted and reasonable legal expenses incurred in the defense of the claim shall be reimbursed by the County.

- d) **GOVERNMENTAL IMMUNITY.** Nothing in this agreement shall be construed as waiving the County's defense of governmental immunity in any action brought against the County or Employee.

- 18) **SEVERABILITY.** If any Article or section of this Agreement, or any amendment thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision herein should be restrained by such tribunal, then the remainder of this Agreement and any amendment thereof shall not be affected thereby.

EMPLOYER – Richland County


Jeanetta Kirkpatrick, County Board Chair

DATE:


ATTEST

DATE:

EMPLOYEE


Clinton Langreck, Administrator

DATE:


19 Feb 2020