

Dane County Contract Cover Sheet

Revised 01/2023

Res 337
significant

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	Jerry Jordan	MUNIS #	33539
Brief Contract Title/Description	Employment Services Agreement with Jerry Jordan for the Biogas Plant Manager for the Dane County Renewable Natural Gas Plant		
Contract Term	3/6/23-3/5/28		
Contract Amount	\$150,000.00		

Contract # Admin will assign	15017
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Roxanne Wienkes	Name	n/a
Phone #	608-509-6681	Phone #	
Email	wienkes.roxanne@countyofdane.com	Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	n/a	Org:	Obj:	Proj:	
	Year	2023	Org:	Obj:	Proj:	
			Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	337
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2022
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: David Gault	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2023.02.06 08:10:39 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/10/23	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, February 14, 2023 2:42 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15017
Attachments: 15017.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/14/2023 3:46 PM	Approve: 2/14/2023 3:49 PM
	Gault, David	Read: 2/15/2023 9:01 AM	Approve: 2/15/2023 10:00 AM
	Patten (Purchasing), Peter		Approve: 2/14/2023 2:53 PM
	Lowndes, Daniel	Read: 2/14/2023 3:04 PM	Approve: 2/16/2023 11:39 AM
	Stavn, Stephanie	Read: 2/15/2023 8:03 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15017
Department: Waste & Renewables
Vendor: Jerry Jordan
Contract Description: Employment Services Agreement (Res 337)
Contract Term: 3/6/23 – 3/5/28
Contract Amount: \$150,000.00/year

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1
2
3 **2022 RES-337**

4 CONFIRMING THE APPOINTMENT OF JERRY JORDAN
5 AS THE BIOGAS PLANT MANAGER OF THE RENEWABLE NATURAL GAS PLANT

6 After a nationwide search, the Department of Waste & Renewables has selected Jerry
7 Jordan to serve as the Biogas Plant Manager of the Dane County Renewable Natural
8 Gas Plant.

9
10 An Employment Service Agreement for Jerry Jordan to serve as the Biogas Plant
11 Manager has been negotiated. The agreement sets forth the terms and conditions of
12 employment. The appointment requires confirmation by the County Board.

13
14 **NOW, THEREFORE BE IT RESOLVED** that the appointment of Jerry Jordan to the
15 position of Biogas Plant Manager be confirmed; and

16
17 **BE IT FURTHER RESOLVED** that the County Executive is authorized to execute an
18 employment service agreement with Jerry Jordan to serve as the Biogas Plant Manager
19 with a starting salary of \$150,000.

1 COUNTY OF DANE

2
3 Employment Services Agreement

4
5 THIS AGREEMENT, made and entered into by and between the County of Dane
6 (hereinafter referred to as "EMPLOYER") and Jerry Jordan (hereinafter,
7 "EMPLOYEE"),

8
9 WITNESSETH:

10
11 **WHEREAS**, EMPLOYER whose address is c/o County Executive, 421 City-
12 County Building, Madison, WI 53703, desires to obtain the services of EMPLOYEE to
13 serve as EMPLOYER's Biogas Plant Manager of the Dane County Renewable
14 Natural Gas Plant; and

15
16 **WHEREAS**, EMPLOYEE, whose current address is 1126 Arthur Ware Trail,
17 South Boston, Virginia, 24592 is able and willing to serve as EMPLOYER'S Biogas
18 Plant Manager; and

19
20 **NOW, THEREFORE**, in consideration of the above premises and the mutual
21 covenants of the parties hereinafter set forth, the receipt and sufficiency of which is
22 acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as
23 follows:

24
25 **1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS.** Employment of
26 EMPLOYEE is subject to the general supervision and shall be conducted pursuant to
27 the orders, advice and direction of the Director of the Department of Waste and
28 Renewables or designee. Employment is further subject to EMPLOYEE's compliance
29 with and implementation of policies established from time to time by EMPLOYER in
30 the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are
31 customarily performed by one holding the same or similar positions in other
32 governmental organizations or businesses which provide similar services.
33 EMPLOYER reserves to the Director of the Department of Waste and Renewables
34 the right to require EMPLOYEE to render such other and unrelated services and
35 duties as may be assigned from time to time by the Director of Department of Waste
36 and Renewables or designee.

37
38 **2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS.** EMPLOYEE agrees to
39 perform lawfully, faithfully, industriously, competently, dutifully and to the best of
40 EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant
41 to the express or implied terms of this Agreement, to the level of satisfaction that the
42 Director of Department of Waste and Renewables may reasonably require.

43
44 **3. DUTIES OF EMPLOYEE; JOB DESCRIPTION.** The duties of EMPLOYEE
45 shall include, but not be limited to, those expressly stated or implied in the attached
46 and hereby incorporated job description for the position, as may be revised from time

47 to time by EMPLOYER as circumstances change, and as set forth in applicable state
48 statutes. This paragraph is further subject to the right of assignment reserved to the
49 Director of the Department of Waste and Renewables as set forth in paragraph 1
50 hereof.

51
52 **4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD.** The duties
53 of EMPLOYEE shall also include but not be limited to those expressly stated or
54 implied in the ordinances, resolutions or motions of EMPLOYER's county board or
55 any of its committees acting within the scope of their lawful authority.

56
57 **5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE AND**
58 **DIRECTOR OF THE DEPARTMENT OF WASTE AND RENEWABLES.** The duties
59 of EMPLOYEE shall also include but not be limited to those expressly stated or
60 implied in orders, directives, or rules of the County Executive and Director of the
61 Department of Waste and Renewables or designee.

62
63 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of
64 five (5) years, commencing at 12:01 a.m. on March 6, 2023 and expiring as of 11 :59
65 p.m. on March 5, 2028, unless earlier terminated under other provisions of this
66 Agreement or by operation of law.

67
68 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not
69 be considered renewed unless extended in writing by mutual agreement of the
70 parties. If it is the County Executive's intention not to renew this Agreement, the
71 County Executive will attempt to give EMPLOYEE three (3) months advance written
72 notice of the intent not to renew this Agreement, provided, however, that failure to
73 give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's
74 employment beyond the expiration date of this Agreement. If a resolution to renew or
75 extend this Agreement has been introduced to the Board, the County Executive may
76 extend EMPLOYEE's employment on a month-to-month basis for a period not to
77 exceed six (6) months, pending county board action on the resolution.

78
79 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.**
80 EMPLOYEE shall at all times observe and comply with all ethical obligations
81 imposed or required by constitution, statute, ordinance or other provision of law
82 and shall at all times conduct EMPLOYEE's personal affairs in such a manner as
83 to avoid a conflict of interest or appearance of conflict and in accordance with the
84 duties and responsibilities of public officials. During normal work hours
85 EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention,
86 knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE
87 shall never use EMPLOYEE's position or confidential information gained in such
88 work position for EMPLOYEE's personal gain, either directly or indirectly.

89
90 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.**
91 EMPLOYEE shall not at any time or in any manner, either during the term of this
92 Agreement or thereafter, either directly or indirectly divulge, disclose or

93 communicate to any person any confidential information gained in the
94 performance of his duties except as otherwise required or compelled by law.

95
96 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.**

97 EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER throughout
98 the term of this Agreement. The term "exclusive employ" shall not be construed
99 to prohibit occasional teaching, writing, or consulting which is performed on
100 EMPLOYEE's time *off* and which does not affect EMPLOYEE's job performance,
101 subject to prior approval of the County Executive.

102
103 **11. HOURS OF WORK.** The usual and customary hours of business of
104 EMPLOYER are from 6:45 a.m. to 3:15 p.m., Monday through Friday, however,
105 as a managerial employee, EMPLOYEE shall have as a condition of
106 employment a job to perform and shall work such hours as are necessary to
107 accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free
108 to organize EMPLOYEE's work schedule in such a fashion as to accommodate
109 EMPLOYEE's workload.

110
111 **12. EVALUATION AND GOALS.** At least annually, the Director of the
112 Department of Waste and Renewables or his or her designee shall meet with
113 EMPLOYEE to discuss job performance and to define goals and objectives for
114 both EMPLOYEE and EMPLOYER.

115
116 **13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE
117 shall not have the right to make contracts or commitments for or on behalf of
118 EMPLOYER except as expressly authorized in advance by statute, ordinance, or
119 express written consent of EMPLOYER.

120
121 **14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER
122 shall pay EMPLOYEE. and EMPLOYEE shall accept from EMPLOYER in payment
123 for EMPLOYEE's services, direct compensation at a rate equivalent to \$150,000 per
124 year, the same being prorated for any partial calendar year and payable in equal
125 biweekly payments. The base compensation rate during the life of this Agreement
126 shall not be less than that stated in this paragraph except as provided for in
127 paragraph 15.

128
129 **15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE**
130 **COMPENSATION.** From time to time, and at least annually on the date of the review
131 referenced in paragraph 12, in the exercise of his or her discretion and subject to
132 adequate funding, the County Executive, upon the advice of the Director of the
133 Department of Waste and Renewables may grant a merit increase to EMPLOYEE as
134 a percentage of the EMPLOYEE's base compensation. Merit increases may be
135 revoked or decreased by the County Executive in his or her discretion. Once granted,
136 and if not revoked or decreased by the County Executive within 12 months of the
137 date granted, any such percentage increase shall have the effect of increasing the
138 base compensation in the succeeding years of the term of this Agreement. During

139 the term of this Agreement, base compensation may be decreased, at the discretion
140 of the County Executive, only upon a determination of poor performance or upon
141 reassignment to another, less responsible position (as determined by the County
142 Executive), provided that such decrease shall not cause the base compensation rate
143 to be less than 80% of the base compensation specified in paragraph 14 above.
144

145 **16. BONUS PAY FOR PERFORMANCE.** On pay period 1A of each payroll year,
146 EMPLOYEE may be eligible for bonus payment of to 20% annual base salary. Total
147 amount of bonus payment granted will be at the discretion of the Director of the
148 Department of Waste and Renewables and shall be based on EMPLOYEE'S ability to
149 achieve goals established in writing by Director of the Department of Waste and
150 Renewables or designee during the review referenced in paragraph 12 for the
151 preceding year. Bonus payment will be granted for the following areas of
152 performance:
153

154 a. Up to 5% of the base salary will be paid annually to EMPLOYEE for achieving
155 safety goals.
156

157 b. Up to 5% of the base salary will be paid annually to EMPLOYEE for achieving
158 environmental and compliance goals.
159

160 c. Up to 5% of the base salary will be paid to annually to EMPLOYEE for
161 achieving plant runtime goals.
162

163 d. Up to 5% of the base salary will be paid annually to EMPLOYEE for achieving
164 plant efficiency goals.
165

166 **17. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any
167 language to the contrary herein, longevity pay provided other managerial employees
168 of EMPLOYER shall not be paid to EMPLOYEE.
169

170 **18. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.**

171 Notwithstanding any provision herein to the contrary, it is agreed that should
172 EMPLOYEE be offered and accept a civil service appointment at any time during the
173 term of this Agreement or one year thereafter, EMPLOYEE shall be awarded
174 longevity credits for all service under this and prior agreements and EMPLOYEE's
175 wages and benefits as a civil service employee shall reflect such credits. This section
176 shall not be construed to authorize longevity pay during the term of this or any prior
177 agreement or any extension or renewal thereof, nor shall longevity credits awarded
178 under this section be construed to affect benefits or pay during the term of this or any
179 prior agreement or any renewal or extension thereof.
180

181 **19. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.**

182 EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the
183 service of EMPLOYER, in accordance with Dane County Ordinances and regulations
184 on reimbursement of expenses, provided that EMPLOYEE complies with all

185 applicable provisions of law and Dane County ordinances prior to incurring or
186 claiming reimbursement for such expenses. It is expressly understood that prior
187 approval of the Director of the Department of Waste and Renewables is required for
188 attendance at conferences held outside of Wisconsin and that attendance is further
189 subject to the rules, regulations and ordinances applicable to managerial employees
190 employed under EMPLOYER's civil service ordinance.

191
192 **20. COMPENSATION OF EMPLOYEE; MOVING EXPENSES.** EMPLOYER shall
193 pay EMPLOYEE a sum of \$18,000 for expenses incurred in relocating, including but
194 not limited to expenses associated with moving and/or storing household items;
195 transportation expenses; and expenses associated with securing temporary housing.
196 Such an amount shall be paid to EMPLOYEE as direct compensation, subject to all
197 necessary withholdings. If EMPLOYEE leaves this position within two (2) years from
198 the start of the Term, EMPLOYEE shall reimburse EMPLOYER all sums received
199 pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result
200 in EMPLOYER withholding the amount of the Moving Expenses from any pay due to
201 EMPLOYEE upon termination of the Agreement. EMPLOYEE also agrees that if
202 EMPLOYER has to engage a third-party debt collection service or an attorney to
203 enforce the collection of the Moving Expenses, EMPLOYEE shall pay all costs of
204 collection and litigation, including reasonable attorney fees.

205
206 **21. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise
207 set forth in this Agreement, and in addition to the monetary compensation set forth
208 above EMPLOYEE shall receive fringe benefits as are enumerated from time to time
209 in resolutions and general ordinances of EMPLOYER, on the same terms as these
210 are made available to non-represented managerial and professional employees of
211 EMPLOYER. At present, these include group health insurance; dental insurance; life
212 insurance; EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin
213 retirement system; paid vacation; regularly scheduled county holidays; personal
214 holidays; unpaid leaves of absence; sick leave; disability income protection; payment
215 of full salary while on jury duty or active military service, in accordance with county
216 ordinances; worker's compensation coverage; and unemployment compensation
217 coverage. EMPLOYEE's continued receipt of such benefits during the term of this
218 Agreement, and any continuation of employment under paragraph 7, shall be subject
219 to changes which are made generally applicable to other non-represented managerial
220 and professional employees of EMPLOYER, excluding those who are under an
221 employment agreement.

222
223 **22. VACATION.** EMPLOYEE shall be entitled to vacation as follows:

- 224 A. Years 1-5, 160 hours.
- 225 B. Years 6-10, 176 hours.
- 226 C. Years 10-14, 224 hours.
- 227 D. Years 15 and beyond, 240 hours.

228
229 Notwithstanding any other provision of this Agreement to the contrary, EMPLOYEE
230 may elect to convert no more than eighty (80) vacation hours to a cash equivalent

231 payable to EMPLOYEE at EMPLOYEE's rate of hourly pay at the time of the
232 conversion, provided that EMPLOYEE does so prior to the end of each calendar
233 year.

234
235 **23. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during
236 periods of disability shall be subject to the rules and requirements applicable to
237 Dane County civil service-covered managerial employees generally.

238
239 **24. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT**
240 **COMPENSATION FOR TAX PURPOSES.** The direct financial compensation
241 paid EMPLOYEE under this Agreement shall be treated as wages for federal and
242 state tax purposes and for purposes of allowing EMPLOYEE to participate in the
243 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
244 withhold taxes, Social Security and the like from direct compensation.
245 EMPLOYEE shall be allowed to participate in EMPLOYER's deferred
246 compensation program(s), at EMPLOYEE's option and to the extent permitted by
247 law.

248
249 **25. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.**
250 Should EMPLOYEE apply for and receive a monthly annuity benefit from the
251 State of Wisconsin Retirement system during the term of this Agreement, or if
252 EMPLOYEE should die while this Agreement is in effect, EMPLOYEE or
253 EMPLOYEE's estate shall have the option of converting accumulated sick
254 leave to cash or to a monetary fund for the purposes of paying insurance
255 premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent
256 and in the manner available to non-represented civil service employees. It is
257 understood that, for purposes of calculating the hourly equivalency of an annual
258 salary, the figure of 2080 hours per year will be used.

259
260 **26. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED**
261 **FOR RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-
262 days' written notice to the County Executive. Any such notice, once accepted by
263 the County Executive, may not be withdrawn or rescinded except by mutual
264 agreement of the parties. The fact that the County Executive has asked
265 EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such
266 resignation once tendered to, and accepted by, the County Executive. Accrued
267 but unused vacation and holiday time, sabbatical time, wellness hours and
268 Wisconsin Retirement Leave shall be paid immediately upon resignation. If the
269 resignation is requested by the County Executive or the Director of the
270 Department of Waste and Renewables, the severance pay provisions of
271 paragraph 30 shall be applicable. No severance pay shall be payable in the event
272 of a resignation not requested by the County Executive or the Director of the
273 Department of Waste and Renewables.

274
275 **27. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT**
276 **TO TERMINATE AT WILL.** This Agreement may be terminated, or any

277 obligation of EMPLOYER under this Agreement, may be suspended by the
278 County Executive at any time, in the sole discretion of the County Executive.
279 EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall
280 have no remedy or recourse under EMPLOYER's civil service ordinance in the
281 event of disciplinary action, up to and including discharge. EMPLOYEE expressly
282 understands that EMPLOYEE is not covered by EMPLOYER's civil service
283 ordinance in any fashion whatsoever except as specifically and expressly set
284 forth in this Agreement, and that no representations to the contrary have been
285 made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
286

287 **28. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY**
288 **ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action
289 shall originate from the County Executive or Director of the Department of Waste
290 and Renewables and be accomplished by the Director of the Department of
291 Waste and Renewables.
292

293 **29. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.**
294 If this Agreement is terminated by either party as set forth herein or if the
295 EMPLOYEE is to be terminated, the EMPLOYEE shall, prior to the effective date
296 of the termination, be allowed to retire and receive those benefits as are available
297 to non-represented Dane County managerial and professional civil service
298 employees who participate in the Wisconsin retirement system.
299

300 **30. SEVERANCE BENEFITS.** In the event EMPLOYER terminates this
301 Agreement, EMPLOYEE shall receive as severance pay a sum of money equal
302 to four (4) months of base compensation at the rate then in effect. Severance
303 pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
304 resigns or is terminated for EMPLOYEE'S commission of either (i) any crime,
305 under either federal or Wisconsin law, or (ii) any form of misconduct in public
306 office under any provision of Wisconsin or federal law or county ordinance.
307 Regardless of whether severance pay as defined herein is available to
308 EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and
309 EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation and
310 holiday pay, sabbatical time, wellness hours and Wisconsin Retirement Leave.
311 EMPLOYEE shall also be entitled to continue group health, group life and dental
312 insurance or any of them, all on such terms as are available to other managerial
313 and professional employees who are not under an employment agreement.
314 Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance
315 shall be converted to a monetary value arrived at by multiplying the number of
316 accumulated sick hours by the hourly rate in effect at termination, and the dollar
317 amount thus arrived at will be available to EMPLOYEE for payment of premiums
318 for continuation coverage of group health insurance and group dental insurance
319 for the shorter of (a) the period EMPLOYEE is unemployed or (b) twelve (12)
320 months. Nothing in this paragraph shall preclude the EMPLOYEE from
321 exercising the option to retire as set forth in paragraph 29.
322

323 **31. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event
324 EMPLOYEE shall seek and obtain a Dane County civil service position, either
325 during the term of this Agreement or within two (2) years thereafter, they shall be
326 entitled to all seniority credits (subject to union contracts, if applicable to the new
327 position) as would have been earned during the term of this Agreement if
328 EMPLOYEE had been hired into the civil service job classification from the
329 inception of this Agreement, and shall be entitled to any seniority credits from
330 previous civil service appointment or employment. The benefits conferred upon
331 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not
332 being terminated by EMPLOYER during its term and (ii) EMPLOYEE not
333 resigning his position Agreement (other than to accept a Dane County civil
334 service position).

335
336 **32. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL**
337 **ACTS.** EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE in
338 the event of any litigation, whether groundless or not, arising out of any act of
339 EMPLOYEE done within the scope of EMPLOYEE's employment with
340 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in
341 any such litigation, in accordance with the requirements of Wis. Stat. § 895.46.
342 EMPLOYER reserves the right to compromise or settle any such litigation in
343 any fashion deemed advantageous to EMPLOYER, regardless of whether
344 EMPLOYEE consents thereto.

345
346 **33. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE
347 shall not assign or transfer any interest or obligation in this Agreement,
348 whether by assignment or novation. It is expressly understood EMPLOYER
349 will not consent to any assignment of EMPLOYEE's duties and obligations.

350
351 **34. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this
352 Agreement are severable from all other parts and invalidity of any part shall not
353 operate to invalidate any other part.

354
355 **35. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.**
356 It is expressly understood and agreed that in the event of any dispute between
357 the parties, arising under this Agreement, Wisconsin law shall control to the
358 extent that it is not superseded by any applicable federal law. Venue for any legal
359 proceedings shall be in the Dane County Circuit Court.

360
361 **36. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This
362 Agreement constitutes the entire agreement of the parties and supersedes any
363 and all negotiations of the parties relating to the subject matter hereof. Any prior
364 employment agreement between the parties, together with any extension or
365 renewal of such agreement, is likewise terminated and superseded by this
366 Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from,
367 by or under any prior employment agreement between the parties are hereby
368 compromised in their entirety.

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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 _____

Joe Parisi, County Executive

BY EMPLOYEE:

Date 02/03/2023



Jerry Jordan, Employee