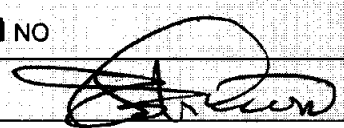


Res 087

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Significant

DEPARTMENT Executive		CONTRACT/ADDENDUM #: 11982	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: 6/1/14 To: 5/31/19		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum \$145,587+/year		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: Employment Services Agreement for Director of Department of Administration		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 18074			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>087</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval 			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>MG</u>	Received	_____	5-27-14	_____
<u>CM</u>	Controller	_____	_____	5/28/14
<u>mmh</u>	Corporation Counsel	_____	5-28-14	5/28/14
<u>J</u>	Risk Management	_____	5/28/14	5/28/14
<u>J</u>	ADA Coordinator	_____	5/28/14	5/28/14
<u>at</u>	Purchasing Agent	_____	_____	5/28/14
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Travis Myren	
Contact Person	
Travis Myren	
Phone No.	
266-4519	
E-mail Address	
myren@countyofdane.com	

Footnotes:

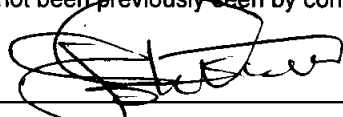
- _____
- _____

Return To: Name/Title: Gina Hill	Dept.: Executive
Phone: 266-2444	Mail Address: Room 421 CCB
E-mail: hill.gina@countyofdane.com	_____

CERTIFICATION

The attached contract: *(Check as many as apply)*


- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5-27-14 Signed: 
 Telephone Number: 266-9069 Print Name: Joshua Wescott

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

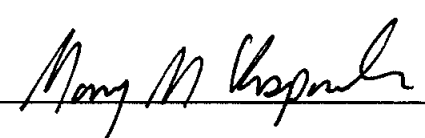
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 5-28-14 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Dane (hereinafter referred to as "EMPLOYER") and Travis Myren (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS, EMPLOYER whose address is c/o county executive, 421 City-County Building, Madison, WI 53703, desires to obtain the services of EMPLOYEE to serve as director of EMPLOYER's department of administration; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as director of EMPLOYER's department of administration;

NOW, THEREFORE, in consideration of the above premises 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 executive. 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 executive 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 executive.

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 executive 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 attached 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 executive, 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 EXECUTIVE. 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 executive.

6. TERM OF AGREEMENT. The term of this Agreement shall be a period of 5 years, commencing at 12:01 a.m. on June 1, 2014 and expiring as of 11:59 p.m. on May 31, 2019, unless earlier terminated under other provisions of this Agreement or by operation of law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109

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 executive's intention not to renew this Agreement, the county executive 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. If a resolution to renew or extend this Agreement has been introduced to the Board, the county executive may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending county board action on the resolution.

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 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 his 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 executive.

11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from 7:45 a.m. to 4:30 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. To that end, EMPLOYEE is free to organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.

12. EVALUATION AND GOALS. At least annually, the county executive or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER. During the evaluation process, feedback shall be sought from the county board's standing committee assigned oversight responsibilities for the Department of Administration.

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 equivalent to \$145,587.00 per year, the same being prorated for any partial calendar year and payable in equal biweekly payments. The base compensation rate during the life of this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 15.

110 15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From
111 time to time, and at least annually on the date of the review referenced in paragraph 12, in the
112 exercise of his or her discretion and subject to adequate funding, the county executive may grant a
113 merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base compensation. Merit
114 increases may be revoked or decreased by the county executive in his or her discretion. Once
115 granted, and if not revoked or decreased by the county executive within 12 months of the date
116 granted, any such percentage increase shall have the effect of increasing the base compensation in
117 the succeeding years of the term of this Agreement. During the term of this Agreement, base
118 compensation may be decreased, at the discretion of the county executive, only upon a
119 determination of poor performance or upon reassignment to another, less responsible position (as
120 determined by the county executive), provided that such decrease shall not cause the base
121 compensation rate to be less than 80% of the base compensation specified in paragraph 14 above.
122 EMPLOYEE shall receive cost of living increases to his base salary on the same basis as provided
123 to non-represented managerial and professional employees.

124
125 16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY. Notwithstanding any language to
126 the contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be
127 paid to EMPLOYEE.

128
129 17. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT. Notwithstanding any
130 provision herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil
131 service appointment at any time during the term of this Agreement or one year thereafter,
132 EMPLOYEE shall be awarded longevity credits (subject to union contracts, if applicable to the new
133 position) for all service under this and prior agreements, and EMPLOYEE's wages and benefits as a
134 civil service employee shall reflect such credits. This section shall not be construed to authorize
135 longevity pay during the term of this or any prior agreement or any extension or renewal thereof, nor
136 shall longevity credits awarded under this section be construed to affect benefits or pay during the
137 term of this or any prior agreement or any renewal or extension thereof. The benefits conferred upon
138 EMPLOYEE by this paragraph are conditioned upon (i) this agreement not being terminated by
139 EMPLOYER during its term, and (ii) EMPLOYEE not resigning his position during the term of this
140 Agreement (other than to accept a Dane County civil service position).

141
142 18. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER
143 shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
144 accordance with Dane County Ordinances and regulations on reimbursement of expenses, provided
145 that EMPLOYEE complies with all applicable provisions of law and Dane County ordinances prior to
146 incurring or claiming reimbursement for such expenses. It is expressly understood that prior
147 approval of the county executive is required for attendance at conferences held outside of Wisconsin
148 and that attendance is further subject to the rules, regulations and ordinances applicable to
149 managerial employees employed under EMPLOYER's civil service ordinance.

150
151 19. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in
152 this Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall
153 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
154 EMPLOYER, on the same terms as these are made available to non-represented managerial and
155 professional employees of EMPLOYER. At present, these include group health insurance; dental
156 insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share to the Wisconsin
157 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid
158 leaves of absence; sick leave; disability income protection; payment of full salary while on jury duty
159 or active military service, in accordance with county ordinances; worker's compensation coverage;
160 and unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits
161 during the term of this Agreement, and any continuation of employment under paragraph 7, shall be
162 subject to changes which are made generally applicable to other non-represented managerial and
163 professional employees of EMPLOYER, excluding those who are under an employment agreement.
164

165 20. PARKING. EMPLOYEE shall be provided a parking space in the basement garage of the
166 City-County Building.
167

168 21. VACATION. EMPLOYEE shall be entitled to such number of weeks of vacation as are
169 provided unrepresented managerial and professional employees not under an employment
170 agreement who have years of service equal to the years of service of EMPLOYEE, prior service and
171 time under this agreement both being included in calculating EMPLOYEE's years of service,
172 provided that in any event, EMPLOYEE shall receive no less than the number of weeks of vacation,
173 on an annual basis, to which he is entitled at the time he executes this Agreement. If, during the term
174 of this Agreement, EMPLOYEE does not use his annual vacation hours by October 1 of the following
175 year and is at risk of losing those hours, the EMPLOYER shall convert up to sixty (60) hours to a
176 cash equivalent payable to EMPLOYEE at the EMPLOYEE's rate of pay at the time of the
177 conversion. If any at risk vacation hours remain following this conversion, EMPLOYER shall place
178 the remaining at risk hours into the EMPLOYEE's sabbatical account, the balance of which may be
179 maintained in excess of the established limits.
180

181 22. DISABILITY OF EMPLOYEE. Payment of wages and other benefits during periods of
182 disability shall be subject to the rules and requirements applicable to Dane County civil service-
183 covered managerial employees generally.
184

185 23. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR
186 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall
187 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
188 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
189 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
190 to participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the
191 extent permitted by law.
192

193 24. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT. Should EMPLOYEE
194 apply for and receive a monthly annuity benefit from the State of Wisconsin Retirement system
195 during the term of this Agreement or within 60 days of its expiration, or if EMPLOYEE should die
196 while this Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of
197 converting accumulated sick leave to cash or to a monetary fund for the purposes of paying
198 insurance premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the
199 manner available to non-represented civil service employees. It is understood that, for purposes of
200 calculating the hourly equivalency of an annual salary, the figure of 2080 hours per year will be used.
201

202 25. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
203 RESIGNATION. This Agreement may be terminated by EMPLOYEE on 30-days' written notice to
204 the county executive. Any such notice, once accepted by the county executive, may not be
205 withdrawn or rescinded except by mutual agreement of the parties. The fact that the county
206 executive has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such
207 resignation once tendered to, and accepted by, the county executive. Accrued but unused vacation,
208 sabbatical and holiday time shall be paid immediately upon resignation. If the resignation is
209 requested by the county executive, the severance pay provisions of paragraph 28 shall be
210 applicable. No severance pay shall be payable in the event of a resignation not requested by the
211 county executive.
212

213 26. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
214 TERMINATE AT WILL. This Agreement may be terminated, or any obligation of EMPLOYER under
215 this Agreement may be suspended, by the county executive at any time during its term, in the sole
216 discretion of the county executive, provided, however, that the consent of the county board of
217 supervisors shall be required for termination. EMPLOYEE shall be deemed to be an at-will
218 employee of EMPLOYER who shall have no remedy or recourse under EMPLOYER's civil service
219 ordinance in the event of disciplinary action, up to and including discharge. EMPLOYEE expressly

220 understands that EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion
221 whatsoever, except as specifically and expressly set forth in this Agreement, and that no
222 representations to the contrary have been made to EMPLOYEE by EMPLOYER or any
223 representative of EMPLOYER.
224

225 27. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
226 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the county
227 executive and be accomplished by the county executive.
228

229 28. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY
230 TERMINATION. In the event EMPLOYER terminates this Agreement prior to its expiration,
231 EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months of base
232 compensation at the rate then in effect. Severance pay of up to six (6) months of base
233 compensation at the rate then in effect may be paid if mutually agreed by EMPLOYEE and the
234 county executive. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE
235 voluntarily resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either
236 federal or Wisconsin law, or (ii) any form of misconduct in public office under any provision of
237 Wisconsin or federal law or county ordinance. Regardless of whether severance pay as defined
238 herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and
239 EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay.
240 EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of
241 them, all on such terms as are available to non-represented managerial and professional employees
242 of EMPLOYER who are not under an employment agreement. Upon termination by EMPLOYER,
243 EMPLOYEE's accumulated sick leave balance shall be converted to a monetary value arrived at by
244 multiplying the number of accumulated sick hours by the hourly rate in effect at termination, and the
245 dollar amount thus arrived at will be available to EMPLOYEE for payment of premiums for
246 continuation coverage of group health insurance and group dental insurance for the shorter of (a) the
247 period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall preclude the
248 EMPLOYEE from exercising his option to retire as set forth in paragraph 29, below.
249

250 29. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE. If this
251 Agreement is terminated by either party as set forth herein or if the EMPLOYEE is to be terminated,
252 the EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive
253 those benefits as are available to non-represented Dane County managerial and professional civil
254 service employees who participate in the Wisconsin retirement system.
255

256 30. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES. Upon expiration of
257 this Agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name
258 added to all certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE
259 qualifies. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this
260 agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning his
261 position during the term of this agreement.
262

263 31. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
264 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation,
265 whether groundless or not, arising out of any act of EMPLOYEE done within the scope of
266 EMPLOYEE's employment with EMPLOYER. EMPLOYER will pay any judgment taken against
267 EMPLOYEE in any such litigation, in accordance with the requirements of s. 895.46, Wis. Stats.
268 EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed
269 advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
270

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

275
276
277
278
279
33. 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.

280
281
282
283
34. 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.

284
285
286
287
288
289
290
35. 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.

291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
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: 5/27/04

TRAVIS MYREN