

Dane County Contract Cover Sheet

RES 053
Significant

Dept./Division	Medical Examiner	Contract # <small>Admin will assign</small>	14020
Vendor Name	Cori Breslauer, MD	Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vendor MUNIS #		Type of Contract	
Brief Contract Title/Description	Employment Services Agreement for Deputy Medical Examiner	<input type="checkbox"/>	Dane County Contract
Contract Term	09/13/2020 through 09/13/2025	<input type="checkbox"/>	Grant
Total Contract Amount	\$ 190,000 +	<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	MEDEXAM	Obj Code	10009	Amount	\$ 190,000
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

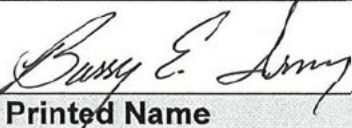
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	053
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
mg	Received by DOA	5/15/20		
ch	Controller		5/18/20	approval via email
cac	Purchasing		5/18/20	approval via email
dg	Corporation Counsel		5/18/20	approval via email
dl	Risk Management		5/18/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Barry E. Irmén,	Name	Cori Breslauer, MD
Phone #	608-284-6000	Phone #	
Email	irmen@countyofdane.com	Email	
Address	3111 Luds Lane, McFarland WI 53558	Address	[REDACTED]



Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		5-13-2020
	Printed Name	
	Barry E. Irmen, Director of Operations	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		5/29/20
	Comments	
Corporation Counsel	Signature	Date
		5/18/20
	Comments	

Goldade, Michelle

From: Hicklin, Charles
Sent: Monday, May 18, 2020 1:33 PM
To: Goldade, Michelle
Subject: Approve: Contract #14020

Goldade, Michelle

From: Lowndes, Daniel
Sent: Monday, May 18, 2020 1:03 PM
To: Goldade, Michelle
Subject: Approve: Contract #14020

Goldade, Michelle

From: Gault, David
Sent: Monday, May 18, 2020 4:35 PM
To: Goldade, Michelle
Subject: Approve: Contract #14020

Goldade, Michelle

From: Clow, Carolyn
Sent: Monday, May 18, 2020 1:05 PM
To: Goldade, Michelle
Subject: Approve: Contract #14020

1
2 **2020 RES-058**

3 **CONFIRMING THE APPOINTMENT OF CORI BRESLAUER AS DEPUTY MEDICAL EXAMINER**

4 **WHEREAS** a candidate has been selected to serve as a Deputy Medical Examiner. An
5 employment agreement setting forth the terms and conditions of employment have been
6 negotiated with Cori Breslauer, MD. The appointment requires confirmation by the County
7 Board.

8 **NOW, THEREFORE, BE IT RESOLVED** that the County Executive is hereby authorized to
9 execute on the behalf of Dane County the attached agreement with Cori Breslauer to serve as
10 Deputy Medical Examiner with a beginning base salary of \$190,000.00.
11

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 Cori Breslauer. (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 EMPLOYER's Deputy Medical Examiner; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as EMPLOYER's Deputy Medical Examiner; and

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 Chief Medical Examiner or designee. 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 Chief Medical Examiner the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the Chief Medical Examiner or designee.

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 Chief Medical Examiner 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 and hereby incorporated 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 Chief Medical Examiner 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 AND MEDICAL EXAMINER.** 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 and Chief Medical Examiner or designee.

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51 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,
52 commencing at 12:01 a.m. on September 13, 2020 and expiring as of 11:59 p.m. on September 13, 2025,
53 unless earlier terminated under other provisions of this Agreement or by operation of law.
54

55 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not be considered
56 renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's
57 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3)
58 months advance written notice of the intent not to renew this Agreement, provided, however, that failure to
59 give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond
60 the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been
61 introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-month
62 basis for a period not to exceed 3 months, pending county board action on the resolution.
63

64 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times
65 observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or
66 other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to
67 avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities
68 of public officials. During normal work hours, EMPLOYEE shall at all times devote all of EMPLOYEE's
69 time, attention, knowledge and skills solely to the interests of the EMPLOYER and EMPLOYEE shall never
70 use EMPLOYEE's position or confidential information gained in such position for EMPLOYEE's personal
71 gain, either directly or indirectly.
72

73 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at
74 any time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly
75 divulge, disclose or communicate to any person any confidential information gained in the performance of
76 his duties except as otherwise required or compelled by law.
77

78 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain
79 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ"
80 shall not be construed to prohibit occasional teaching, writing or consulting which is performed on
81 EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval
82 of the Chief Medical Examiner.
83

84 **11. EMPLOYEE'S RESPONSIBILITIES; ROTATION.** EMPLOYEE shall perform his duties of
85 employment on a rotational cycle between Brown County, Wisconsin and Dane County, Wisconsin. In its
86 sole discretion, EMPLOYER shall determine the number of days and frequency of each rotation.
87

88 **12. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m.
89 to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a
90 condition of employment, a job to perform and shall work such hours and days, including weekends, as
91 are necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to
92 organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
93

94 **13. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee
95 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
96 EMPLOYEE and EMPLOYER.
97

98 **14. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the
99 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in
100 advance by statute, ordinance, or express written consent of EMPLOYER.
101

102 **15. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay EMPLOYEE,
103 and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct
104 compensation at a rate equivalent to \$190,000.00 per year. EMPLOYEE's compensation shall be increased
105 to a rate equivalent to \$195,000.00 per year on the first pay-period after EMPLOYEE's notice to

106 EMPLOYER that they have successfully obtained Board Certification in Anatomical Pathology from the
107 American Board of Pathology. EMPLOYEE's compensation shall be further increased to a rate equivalent
108 to \$200,000.00 per year on the first pay-period after EMPLOYEE's notice to EMPLOYER that they have
109 obtained certification in Forensic Pathology by the American Board of Pathology. These rates of
110 compensation shall be prorated for any partial calendar year and payable in equal biweekly payments. The
111 base compensation rates during the life of this Agreement shall not be less than that stated in this paragraph
112 except as provided for in paragraph 16.
113

114 **16. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to
115 time, and at least annually on the date of the review referenced in paragraph 13, in the exercise of his or
116 her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical
117 Examiner may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base
118 compensation. Merit increases may be revoked or decreased by the County Executive in his or her
119 discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of
120 the date granted, any such percentage increase shall have the effect of increasing the base compensation
121 in the succeeding years of the term of this Agreement. During the term of this Agreement, base
122 compensation may be decreased, at the discretion of the County Executive, only upon a determination of
123 poor performance or upon reassignment to another, less responsible position (as determined by the County
124 Executive), provided that such decrease shall not cause the base compensation rate to be less than 80%
125 of the base compensation specified in paragraph 15 above.
126

127 **17. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
128 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to
129 EMPLOYEE.
130

131 **18. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
132 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service appointment
133 at any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be awarded
134 longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and benefits as
135 a civil service employee shall reflect such credits. This section shall not be construed to authorize longevity
136 pay during the term of this or any prior agreement or any extension or renewal thereof, nor shall longevity
137 credits awarded under this section be construed to affect benefits or pay during the term of this or any prior
138 agreement or any renewal or extension thereof.
139

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

149 **20. COMPENSATION OF EMPLOYEE; MOVING EXPENSES.** EMPLOYER shall reimburse
150 EMPLOYEE a sum not to exceed \$8,000, for actual expenses incurred in relocating, including but not
151 limited to expenses associated with moving and/or storing household items; transportation expenses; and
152 expenses associated with securing temporary housing. EMPLOYEE agrees to provide evidence of
153 expenses incurred in order for EMPLOYER to determine the appropriate amount. If EMPLOYEE leaves
154 this position within two (2) years from the effective date of this Agreement, EMPLOYEE shall reimburse
155 EMPLOYER all sums received pursuant to this paragraph.
156

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

161 EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
162 EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid vacation;
163 regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability
164 income protection; payment of full salary while on jury duty or active military service, in accordance with
165 county ordinances; worker's compensation coverage; and unemployment compensation coverage.
166 EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation
167 of employment under paragraph 7, shall be subject to changes which are made generally applicable to
168 other non-represented managerial and professional employees of EMPLOYER, excluding those who are
169 under an employment agreement.
170

171 **22. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
172 any partial calendar year.
173

174 **23. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall
175 be subject to the rules and requirements applicable to Dane County civil service-covered managerial
176 employees generally.
177

178 **24. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
179 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated
180 as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the
181 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security
182 and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's
183 deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
184

185 **25. TERMINATION OF AGREEMENT; FAILURE TO OBTAIN CERTIFICATIONS.** This Agreement
186 may be terminated by EMPLOYER if EMPLOYEE fails to demonstrate to EMPLOYER that they have
187 successfully obtained Board Certification in Anatomical Pathology and Forensic Pathology from the
188 American Board of Pathology within two (2) years of the Agreement's execution. If EMPLOYER terminates
189 Agreement under this paragraph, the severance pay provisions of Paragraph 31 shall not be applicable
190 and EMPLOYEE shall be required to reimburse EMPLOYER for any moving expenses provided under
191 paragraph 20.
192

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

202 **27. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
203 This Agreement may be terminated by EMPLOYEE on three (3) months' written notice to the Chief Medical
204 Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once
205 accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement
206 of the parties. The fact that the County Executive or the Chief Medical Examiner has asked EMPLOYEE
207 for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
208 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
209 immediately upon resignation as long as proper notice was provided. If the resignation is requested by the
210 County Executive or the Chief Medical Examiner, the severance pay provisions of paragraph 31 shall be
211 applicable. No severance pay shall be payable in the event of a resignation not requested by the County
212 Executive or the Chief Medical Examiner.
213

214 **28. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
215 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may be

216 suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the Chief
217 Medical Examiner. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have
218 no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to
219 and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by
220 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set
221 forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by
222 EMPLOYER or any representative of EMPLOYER.
223

224 **29. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR**
225 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner and be
226 accomplished by the Chief Medical Examiner or designee.
227

228 **30. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of EMPLOYEE's
229 employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this
230 Agreement or if EMPLOYEE resigns at the request of the Chief Medical Examiner during the twelve (12)
231 month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 31.
232

233 **31. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
234 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
235 shall receive as severance pay a sum of money equal to six (6) months of base compensation at the rate
236 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
237 resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or
238 Wisconsin law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal
239 law or county ordinance. Regardless of whether severance pay as defined herein is available to
240 EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to
241 EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be
242 entitled to continue group health, group life and dental insurance or any of them, all on such terms as are
243 available to non-represented managerial and professional employees of EMPLOYER who are not under
244 an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave
245 balance shall be converted to a monetary value arrived at by multiplying the number of accumulated sick
246 hours by the hourly rate in effect at termination, and the dollar amount thus arrived at will be available to
247 EMPLOYEE for payment of premiums for continuation coverage of group health insurance and group dental
248 insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in this
249 paragraph shall preclude the EMPLOYEE from exercising his option to retire as set forth in paragraph 32,
250 below.
251

252 **32. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
253 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
254 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
255 available to non-represented Dane County managerial and professional civil service employees who
256 participate in the Wisconsin retirement system.
257

258 **33. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
259 and obtain a Dane County civil service position, either during the term of this Agreement or within one (1)
260 year thereafter, she shall be entitled to all seniority credits (subject to union contracts, if applicable to the
261 new position) as would have been earned during the term of this Agreement if EMPLOYEE had been
262 hired into the civil service job classification from the inception of this Agreement, and shall be entitled to
263 any seniority credits from previous civil service appointment or employment. The benefits conferred upon
264 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by
265 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position Agreement (other than to
266 accept a Dane County civil service position).
267

268 **34. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
269 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all
270 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The

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benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning his position during the term of this Agreement.

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

36. 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.

37. 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.

38. 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. Venue for any legal proceedings shall be in the Dane County Circuit Court.

39. 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: _____

JOE PARISI, County Executive

BY EMPLOYEE:

Date: 5/11/2020

CORI BRESLAUER, M.D.