

Dane County Contract Cover Sheet

Res 268
Significant

Dept./Division	Executive
Vendor Name	John Welch
Vendor MUNIS #	16747
Brief Contract Title/Description	Employment Services Agreement
Contract Term	
Total Contract Amount	\$ 119,500+

Contract # Admin will assign	13508
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<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"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
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 # 268
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/27/18		
CA	Controller		10/2/18	
Caey	Purchasing	10/3/18	10/3/18	
	Corporation Counsel	10/3/18	10/3/18	
	Risk Management	10/3/18	10/3/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Michelle Goldade	Name	
Phone #	266-4941	Phone #	
Email	goldade@countyofdane.com	Email	
Address	Room 425 CCB	Address	

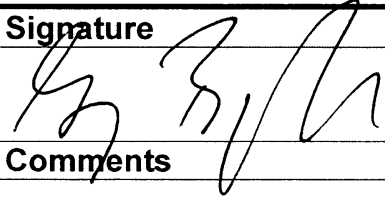
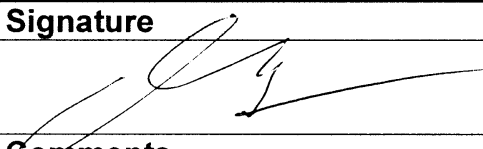
Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		9-27-18
	Printed Name	
	Josh Wescott	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		10/29/18
	Comments	
Corporation Counsel	Signature	Date
		10/3/18
	Comments	

COUNTY OF DANE

Terms of Employment

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of December 21, 2018, by and between the County of Dane ("EMPLOYER"), and John Welch ("EMPLOYEE")

WHEREAS, EMPLOYER, whose address is: 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, desires to obtain the services of EMPLOYEE to serve as the Director of the Department of Waste and Renewables;

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as the Director of the Department of Waste and Renewables;

WHEREAS, it is in the interests of EMPLOYER and EMPLOYEE that the terms of employment be set forth in writing;

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 that 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. **TERM.** The term of employment hereunder shall commence on January 1, 2019, and be indefinite, unless terminated by either party.
- 3. **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.
- 4. **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.
- 5. **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.
- 6. **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.

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- 7. **EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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.
- 12. **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.
- 13. **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 \$119,500.00 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 otherwise provided in this Agreement. Should the Department of Waste and Renewables be consolidated with or subsumed by any other county department during the term of this Agreement and the job duties of the EMPLOYEE be increased or otherwise altered as a result, the compensation of the EMPLOYEE will be renegotiated.
- 14. **COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to time, and at least annually, in the exercise of his or her discretion, and subject to adequate funding, the County Executive may grant a merit increase to EMPLOYEE, as a percentage of the EMPLOYEE's base compensation. Merit increases may be revoked or decreased by the County Executive, in his or her discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of the date granted, any such percentage increase shall have the effect of increasing the base compensation in the succeeding years of the term of this Agreement. During the term of this Agreement, base compensation may be decreased, at the

110 discretion of the County Executive, only upon a determination of poor performance or upon
111 reassignment to another, less responsible position (as determined by the County Executive),
112 provided that such decrease shall not cause the base compensation rate to be less than 80% of
113 the base compensation specified in paragraph 13 above.

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115 **15. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
116 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be
117 paid to EMPLOYEE.

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119 **16. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
120 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service
121 appointment at any time during the term of this Agreement or two years thereafter, EMPLOYEE
122 shall be awarded longevity credits for all service under this and prior agreements as well as any
123 longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and
124 benefits as a civil service employee shall reflect such credits. This section shall not be construed
125 to authorize longevity pay during the term of this or any prior agreement or any extension or
126 renewal thereof, nor shall longevity credits awarded under this section be construed to affect
127 benefits or pay during the term of this or any prior agreement or any renewal or extension thereof.

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129 **17. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
130 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
131 accordance with Dane County Ordinances and regulations on reimbursement of expenses,
132 provided that EMPLOYEE complies with all applicable provisions of law and Dane County
133 ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly
134 understood that prior approval of the County Executive is required for attendance at conferences
135 held outside of Wisconsin and that attendance is further subject to the rules, regulations and
136 ordinances applicable to managerial employees employed under EMPLOYER's civil service
137 ordinance.

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139 **18. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
140 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall
141 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances
142 of EMPLOYER, on the same terms as these are made available to other managerial and
143 professional employees of EMPLOYER. At present, these include group health insurance; dental
144 insurance; life insurance; paid vacation; regularly scheduled county holidays; personal holidays;
145 unpaid leaves of absence; sick leave; disability income protection; payment of full salary while on
146 jury duty or active military service in accordance with county ordinances; worker's compensation
147 coverage; and unemployment compensation coverage. EMPLOYEE's continued receipt of such
148 benefits during the term of this Agreement shall be subject to changes which are made generally
149 applicable to other managerial and professional employees of EMPLOYER, excluding those who
150 are under an employment agreement.

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152 **19. VACATION.** EMPLOYEE shall be entitled to such additional number of weeks of vacation as are
153 provided other managerial and professional employees not under an employment agreement who
154 have years of service equal to the years of service of EMPLOYEE, prior civil service and time
155 under this Agreement both being included in calculating EMPLOYEE's years of service, provided
156 that in any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an
157 annual basis, to which he is entitled at the time he executes this Agreement. In addition to the
158 foregoing number of weeks of vacation, EMPLOYEE shall also receive eighty (80) vacation hours
159 annually, the same being prorated for any partial calendar year. Notwithstanding any other
160 provision of this Agreement to the contrary, Employee may elect to convert no more than eighty
161 (80) vacation hours to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly
162 pay at the time of the conversion, provided that EMPLOYEE does so prior to the end of each
163 calendar year.

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- 20. SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE's sabbatical leave account reaches the maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to contribute up to an additional eighty hours of vacation hours per year to his sabbatical leave account, the balance of which may be maintained in excess of the established limits.
- 21. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall be subject to the rules and requirements applicable to Dane County civil service-covered managerial employees generally.
- 22. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
- 23. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of this Agreement, or if EMPLOYEE should die while this Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-represented civil service employees. It is understood that, for purposes of calculating the hourly equivalency of an annual salary, the figure of 2080 hours per year will be used.
- 24. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the County Executive. Any such notice, once accepted by the County Executive, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Executive. Accrued but unused vacation and holiday time shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay provisions of paragraph 27 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive.
- 25. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement, may be suspended by the County Executive at any time, in the sole discretion of the County Executive. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
- 26. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the County Executive and be accomplished by the County Executive.
- 27. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement, EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months of base compensation at the rate then in effect. Severance pay of up to six (6) months of base compensation at the rate then in

220 effect may be paid if mutually agreed by EMPLOYEE and the County Executive. Severance pay
221 shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is terminated
222 for EMPLOYEE's commission of either (i) any crime, under either federal or Wisconsin law, or (ii)
223 any form of misconduct in public office under any provision of Wisconsin or federal law or county
224 ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE,
225 upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to
226 EMPLOYEE, all accrued but unused vacation and holiday pay. EMPLOYEE shall also be entitled
227 to continue group health, group life and dental insurance or any of them, all on such terms as are
228 available to other managerial and professional employees of EMPLOYER who are not under an
229 employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick
230 leave balance shall be converted to a monetary value arrived at by multiplying the number of
231 accumulated sick hours by the hourly rate in effect at termination, and the dollar amount thus
232 arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage of
233 group health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is
234 unemployed or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from
235 exercising his option to retire as set forth below.
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237 **28. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
238 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the
239 EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive
240 those benefits as are available to non-represented Dane County managerial and professional civil
241 service employees who participate in the Wisconsin retirement system.
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243 **29. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
244 and obtain a Dane County civil service position, either during the term of this Agreement or within
245 two (2) years thereafter, he shall be entitled to all seniority credits (subject to union contracts, if
246 applicable to the new position) as would have been earned during the term of this Agreement if
247 EMPLOYEE had been hired into the civil service job classification from the inception of this
248 Agreement, and shall be entitled to any seniority credits from previous civil service appointment
249 or employment. The benefits conferred upon EMPLOYEE by this paragraph are conditioned
250 upon (i) this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE
251 not resigning his position Agreement (other than to accept a Dane County civil service position).
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253 **30. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
254 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether
255 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's
256 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in
257 any such litigation, in accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER
258 reserves the right to compromise or settle any such litigation in any fashion deemed
259 advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
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261 **31. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or
262 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
263 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties
264 and obligations.
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266 **32. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable
267 from all other parts and invalidity of any part shall not operate to invalidate any other part.
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269 **33. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly
270 understood and agreed that in the event of any dispute between the parties, arising under this
271 Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable
272 federal law.
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34. 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: 9/20/18


John Welch, Employee