

Res 465  
significant

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Medical Examiner	<b>Contract #</b> <small>Admin will assign</small>	13575
<b>Vendor Name</b>	Eli Goodman, MD	<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Vendor MUNIS #</b>	29157	<b>Type of Contract</b>	
<b>Brief Contract Title/Description</b>	Employee Services Agreement for Deputy Medical Examiner	<input type="checkbox"/>	Dane County Contract
<b>Contract Term</b>	01-29-14 through 01-28-2024	<input type="checkbox"/>	Grant
<b>Total Contract Amount</b>	\$ 187,000.00 +	<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

<b>Purchasing Authority</b>	<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)	<b>RFB/RFP #</b>
	<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	

<b>MUNIS Req.</b>	<b>Org Code</b>	MEDEXAM	<b>Obj Code</b>	10009	<b>Amount</b>	\$ 187000.00
<b>Req #</b>	<b>Org Code</b>		<b>Obj Code</b>		<b>Amount</b>	\$
<b>Year</b>	<b>Org Code</b>		<b>Obj Code</b>		<b>Amount</b>	\$

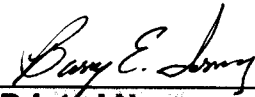
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	465			
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2018			

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	12/17/18		
cb	Controller		12/21/18	
Cac	Purchasing	12/26/18	12/26/18	
	Corporation Counsel	12-21-18	12/26/18	
DI	Risk Management	12/21/18	12/21/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Barry E. Irmen	<b>Name</b>	Eli Goodman, MD
<b>Phone #</b>	608-284-6000	<b>Phone #</b>	301-385-8080
<b>Email</b>	irmen@countyofdane.com	<b>Email</b>	eligoodman8@gmail.com
<b>Address</b>	3111 Luds Lane, McFarland, WI 53558	<b>Address</b>	2121 River Oaks Drive, Salem VA 24153

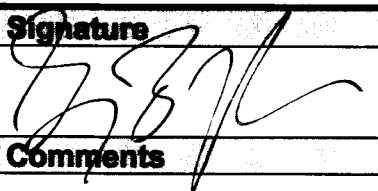
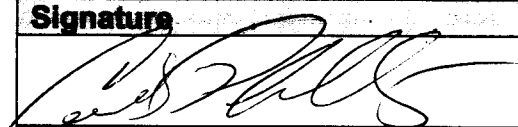
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	<b>Signature</b>	<b>Date</b>
		12-08-2018
	<b>Printed Name</b>	
	Barry E. Irmen	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	<b>Signature</b>	<b>Date</b>
		1/4/19
	<b>Comments</b>	
Corporation Counsel	<b>Signature</b>	<b>Date</b>
		12/20/18
	<b>Comments</b>	

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 Eli Goodman, M.D. (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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52 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,  
53 commencing at 12:01 a.m. on January 29, 2019 and expiring as of 11:59 p.m. on January 28, 2024,  
54 unless earlier terminated under other provisions of this Agreement or by operation of law.  
55

56 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not be considered  
57 renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's  
58 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3)  
59 months advance written notice of the intent not to renew this Agreement, provided, however, that failure  
60 to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment  
61 beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been  
62 introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-  
63 month basis for a period not to exceed 3 months, pending county board action on the resolution.  
64

65 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all  
66 times observe and comply with all ethical obligations imposed or required by constitution, statute,  
67 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a  
68 manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and  
69 responsibilities of public officials. During normal work hours, EMPLOYEE shall at all times devote all of  
70 EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER and  
71 EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such position for  
72 EMPLOYEE's personal gain, either directly or indirectly.  
73

74 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at  
75 any time or in any manner, either during the term of this Agreement or thereafter, either directly or  
76 indirectly divulge, disclose or communicate to any person any confidential information gained in the  
77 performance of his duties except as otherwise required or compelled by law.  
78

79 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain  
80 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive  
81 employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed  
82 on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior  
83 approval of the County Executive.  
84

85 **11. EMPLOYEE'S RESPONSIBILITIES; ROTATION.** EMPLOYEE shall perform his duties of  
86 employment on a rotational cycle between Brown County, Wisconsin and Dane County, Wisconsin. In its  
87 sole discretion, EMPLOYER shall determine the number of days and frequency of each rotation.  
88

89 **12. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45  
90 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have  
91 as a condition of employment, a job to perform and shall work such hours and days, including weekends,  
92 as are necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to  
93 organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.  
94

95 **13. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee  
96 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both  
97 EMPLOYEE and EMPLOYER.  
98

99 **14. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the  
100 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in  
101 advance by statute, ordinance, or express written consent of EMPLOYER.  
102

103 **15. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay  
104 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,  
105 direct compensation at a rate equivalent to \$187,000.00 per year, the same being prorated for any partial

106 calendar year and payable in equal biweekly payments. The base compensation rate during the life of  
107 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 16.  
108

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

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

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

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

144 **20. COMPENSATION OF EMPLOYEE; MOVING EXPENSES.** EMPLOYER shall reimburse  
145 EMPLOYEE a sum not to exceed \$7,000, for actual expenses incurred in relocating, including but not  
146 limited to expenses associated with moving and/or storing household items; transportation expenses; and  
147 expenses associated with securing temporary housing. EMPLOYEE agrees to provide evidence of  
148 expenses incurred in order for EMPLOYER to determine the appropriate amount. If EMPLOYEE leaves  
149 this position within two years from the effective date of this Agreement, EMPLOYEE shall reimburse  
150 EMPLOYER all sums received pursuant to this paragraph.  
151

152 **21. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
153 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive  
154 fringe benefits as are enumerated from time to time in resolutions and general ordinances of  
155 EMPLOYER, on the same terms as these are made available to non-represented managerial and  
156 professional employees of EMPLOYER. At present, these include group health insurance; dental  
157 insurance; life insurance; EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin  
158 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid leaves  
159 of absence; sick leave; disability income protection; payment of full salary while on jury duty or active  
160 military service, in accordance with county ordinances; worker's compensation coverage; and

161 unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the term  
162 of this Agreement, and any continuation of employment under paragraph 7, shall be subject to changes  
163 which are made generally applicable to other non-represented managerial and professional employees of  
164 EMPLOYER, excluding those who are under an employment agreement.  
165

166 **22. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for  
167 any partial calendar year.  
168

169 **23. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability  
170 shall be subject to the rules and requirements applicable to Dane County civil service-covered managerial  
171 employees generally.  
172

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

181 **25. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for  
182 and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of  
183 this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this Agreement is in  
184 effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to  
185 cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or  
186 EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-represented civil  
187 service employees. It is understood that, for purposes of calculating the hourly equivalency of an annual  
188 salary, the figure of 2080 hours per year will be used.  
189

190 **26. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**  
191 This Agreement may be terminated by EMPLOYEE on three (3) months' written notice to the Chief  
192 Medical Examiner in order to satisfactorily address recruitment and transition needs. Any such notice,  
193 once accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual  
194 agreement of the parties. The fact that the County Executive or the Chief Medical Examiner has asked  
195 EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and  
196 accepted by, the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time  
197 shall be paid immediately upon resignation. If the resignation is requested by the County Executive or the  
198 Chief Medical Examiner, the severance pay provisions of paragraph 27 shall be applicable. No  
199 severance pay shall be payable in the event of a resignation not requested by the County Executive or  
200 the Chief Medical Examiner.  
201

202 **27. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**  
203 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may  
204 be suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the  
205 Chief Medical Examiner. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who  
206 shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary  
207 action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not  
208 covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and  
209 expressly set forth in this Agreement, and that no representations to the contrary have been made to  
210 EMPLOYEE by EMPLOYER or any representative of EMPLOYER.  
211

212 **28. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**  
213 **FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner  
214 and be accomplished by the Chief Medical Examiner or designee.  
215

216 **29. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of  
217 EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the  
218 EMPLOYER terminates this Agreement or if EMPLOYEE resigns at the request of the Chief Medical  
219 Examiner during the twelve (12) month probationary period, EMPLOYEE shall not receive severance  
220 benefits as provided in paragraph 30.  
221

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

241 **31. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is  
242 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE  
243 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are  
244 available to non-represented Dane County managerial and professional civil service employees who  
245 participate in the Wisconsin retirement system.  
246

247 **32. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek  
248 and obtain a Dane County civil service position, either during the term of this Agreement or within one (1)  
249 year thereafter, she shall be entitled to all seniority credits (subject to union contracts, if applicable to the  
250 new position) as would have been earned during the term of this Agreement if EMPLOYEE had been  
251 hired into the civil service job classification from the inception of this Agreement, and shall be entitled to  
252 any seniority credits from previous civil service appointment or employment. The benefits conferred upon  
253 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by  
254 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position Agreement (other than to  
255 accept a Dane County civil service position).  
256

257 **33. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this  
258 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all  
259 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The  
260 benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being  
261 terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning his position during the term  
262 of this Agreement.  
263

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

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**35. 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.

**36. 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.

**37. 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.

**38. 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: 12/4/18

  
\_\_\_\_\_  
ELI GOODMAN, M.D.