

Dane County Contract Cover Sheet

Revised 06/2021

Res 298
Significant

Dept./Division	Administration/Admin		
Vendor Name	Vincent Tranchida	MUNIS #	20895
Brief Contract Title/Description	Employment Service Agreement to serve as a Deputy Medical Examiner		
Contract Term	January 16, 2022 to January 15, 2027		
Contract Amount	\$ 1,460,000.00		

Contract # Admin will assign	14591
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Nick Bubb	Name	Dr. Vincent Tranchida
Phone #	608-266-8477	Phone #	(608) 284-6000
Email	bubb.nicholas@countyofane.com	Email	tranchida.vincent@countyofdane.com
Purchasing Officer	n/a		

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.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:
		Org:	Obj:	Proj:

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/>	Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	298
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2021
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
	Digitally signed by Bubb, Nicholas Date: 2021.12.22 11:06:54 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/23/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, December 23, 2021 2:11 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14591
Attachments: 14591_Redacted.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Patten (Purchasing), Peter		
	Gault, David		
	Lowndes, Daniel	Read: 12/27/2021 11:30 AM	Approve: 12/27/2021 8:07 AM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14590
Department: Administration
Vendor: Dr Vincent Tranchida
Contract Description: Employment Services Agreement (Res 298)
Contract Term: 1/16/22 - 1/15/27
Contract Amount: \$292,000/yr

Michelle Goldade

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

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

Goldade, Michelle

From: Pabellon, Carlos
Sent: Tuesday, December 28, 2021 8:55 AM
To: Goldade, Michelle
Subject: Approve: Contract #14591

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Thursday, December 23, 2021 2:53 PM
To: Goldade, Michelle
Subject: Approve: Contract #14591

Goldade, Michelle

From: Hicklin, Charles
Sent: Thursday, December 23, 2021 2:29 PM
To: Goldade, Michelle
Subject: Approve: Contract #14591

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2
3 **2021 RES-298**

4 APPROVING DR. VINCENT TRANCHIDA TO SERVE AS A DEPUTY MEDICAL EXAMINER FOR DANE COUNTY

5 After many years of leadership for the Dane County Medical Examiner’s Office, Dr. Tranchida has
6 decided to scale back his role with Dane County. Dr. Tranchida will transition to a new role as Deputy
7 Medical Examiner.

8
9 An Employment Service Agreement for Dr. Tranchida to serve as a Deputy Medical Examiner has been
10 negotiated. The agreement sets forth the terms and condition of employment. The appointment
11 requires confirmation by the County Board.

12
13 **NOW, THEREFORE BE IT RESOLVED** that the County Executive and the County Clerk are authorized to
14 execute agreements with Dr. Tranchida to serve as Deputy Medical Examiner for a five year term with a
15 starting salary of \$292,000, subject to any cost of living increases granted to unrepresented managerial
16 employees.

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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 Vincent Tranchida , 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 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.

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 January 16, 2022 and expiring as of 11:59 p.m. on January 15, 2027 ("Term"),
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
75 indirectly divulge, disclose or communicate to any person any confidential information gained in the
76 performance of 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; LOCATION.** EMPLOYEE shall perform their duties of
85 employment in Dane County, WI. In its sole discretion, EMPLOYER may require that such duties be
86 performed in Brown County, Wisconsin if necessary.
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 \$292,000 per year. The base compensation rates during the life of
105 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 16.

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16. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From time to time, and at least annually on the date of the review referenced in paragraph 13, in the exercise of his or her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical Examiner 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 discretion of the County Executive, only upon a determination of poor performance or upon reassignment to another, less responsible position (as determined by the County Executive), provided that such decrease shall not cause the base compensation rate to be less than 80% of the base compensation specified in paragraph 15 above.

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

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

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

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

21. Vacation & Sabbatical Leave Bank. EMPLOYEE shall be entitled to such number of vacation hours as are provided unrepresented managerial employees not under an employment agreement who have years of service equal to the years of service of EMPLOYEE. Prior civil service and time under this Agreement shall both be included in calculating EMPLOYEE's years of service, provided that in any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an annual basis, to which he

161 is entitled at the time this agreement is executed. In addition to the foregoing number of weeks of
162 vacation EMPLOYEE shall receive no less than one-hundred and twenty (120) vacation hours annually,
163 the same being prorated for any partial calendar year ("Additional Vacation Hours"). In the event
164 EMPLOYEE's sabbatical leave bank reaches the maximum allowed to managerial employees,
165 EMPLOYEE shall be authorized to contribute up to an additional 120 hours of vacation-granted hours per
166 year to his sabbatical leave bank in excess of the established limits.
167

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

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

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

188 **25. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
189 This Agreement may be terminated by EMPLOYEE on six (6) months' written notice to the Chief Medical
190 Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once
191 accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement
192 of the parties. The fact that the County Executive or the Chief Medical Examiner has asked EMPLOYEE
193 for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
194 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
195 immediately upon resignation as long as proper notice was provided. If the resignation is requested by the
196 County Executive or the Chief Medical Examiner, the severance pay provisions of paragraph 28 shall be
197 applicable. No severance pay shall be payable in the event of a resignation not requested by the County
198 Executive or the Chief Medical Examiner.
199

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

210 **27. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR**
211 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner and be
212 accomplished by the Chief Medical Examiner or designee.
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215 **28. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
216 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
217 shall receive as severance pay a sum of money equal to three (3) months of base compensation at the
218 rate then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
219 resigns or is terminated for EMPLOYEE's commission of (i) any crime, under either federal or Wisconsin
220 law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county
221 ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE, upon
222 termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all accrued
223 but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be entitled to continue group
224 health, group life and dental insurance or any of them, all on such terms as are available to non-represented
225 managerial and professional employees of EMPLOYER who are not under an employment agreement.
226 Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a
227 monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate in effect
228 at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for payment of
229 premiums for continuation coverage of group health insurance and group dental insurance for the shorter
230 of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall preclude the
231 EMPLOYEE from exercising his option to retire as set forth in paragraph 29, below.
232

233 **29. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
234 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
235 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
236 available to non-represented Dane County managerial and professional civil service employees who
237 participate in the Wisconsin retirement system.
238

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

249 **31. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
250 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all
251 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The
252 benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being
253 terminated by EMPLOYER during its Term and (ii) EMPLOYEE not resigning his position during the term
254 of this Agreement.
255

256 **32. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
257 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless
258 or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with
259 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in
260 accordance with the requirements of Wis. Stat. §895.46. EMPLOYER reserves the right to compromise or
261 settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
262 EMPLOYEE consents thereto.
263

264 **33. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer
265 any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood
266 EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.
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268 **34. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable
269 from all other parts and invalidity of any part shall not operate to invalidate any other part.

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35. 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.

36. 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 ("Effective Date"), as indicated below.

FOR EMPLOYER:

Date: _____

JOE PARISI, County Executive

BY EMPLOYEE:

Date: 12/23/2021

Vincent Tranchida, M.D.
VINCENT TRANCHIDA, M.D.