

Dane County Contract Cover Sheet

RES 252
Significant

Dept./Division	Administration
Vendor Name	Luis Bixler
Vendor MUNIS #	17134
Brief Contract Title/Description	Employment Agreement
Contract Term	
Total Contract Amount	\$ 140,000+

Contract # <small>Admin will assign</small>	14156
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"/> \$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	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 #	252
	<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	11/2/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Michelle Goldade	Name	
Phone #		Phone #	
Email		Email	
Address		Address	

Certification:	
The attached contract is a:	
<input 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
	Printed Name	
	Greg Brockmeyer	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	11/5/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	11/2/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, November 2, 2020 2:24 PM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14156
Attachments: 14156_Redacted.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/3/2020 4:38 PM	Approve: 11/3/2020 4:38 PM
	Clow, Carolyn		Approve: 11/2/2020 2:42 PM
	Gault, David	Read: 11/2/2020 2:34 PM	Approve: 11/2/2020 2:36 PM
	Lowndes, Daniel	Read: 11/2/2020 2:31 PM	Approve: 11/2/2020 2:32 PM
	Stavn, Stephanie	Read: 11/3/2020 9:54 AM	

Contract #14156
Department: Administration
Vendor: Luis Bixler
Contract Description: Employment Services Agreement (Res 252)
Contract Term: --
Contract Amount: \$140,000+

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

Thanks much,
Michelle

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

CONFIRMING THE APPOINTMENT OF LUIS BIXLER AS
THE DIRECTOR OF DANE COUNTY PUBLIC SAFETY COMMUNICATIONS

An Employee Service Agreement for Luis Bixler to serve as the Director of Dane County Public Safety Communications has been negotiated. This contract establishes the terms and conditions of employment and requires confirmation by the Dane County Board.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive is authorized to execute on behalf of Dane County the attached agreement with Luis Bixler to serve as the Director of Dane County Public Safety Communications with an annual salary of \$140,000 subject to any cost of living adjustments granted to unrepresented managerial employees.

COUNTY OF DANE**Terms of Employment**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of November 22, 2020 by and between the County of Dane ("EMPLOYER"), and Luis Alejandro Bixler ("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 Dane County Public Safety Communications Center; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] and is able and willing to serve as the Director of the Dane County Public Safety Communications Center;

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 November 22, 2020, 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 \$140,000 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 Dane County Public Safety Communications Center 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 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 13 above.

15. **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.
16. **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 two years thereafter, EMPLOYEE shall be awarded longevity credits for all service under this and prior agreements as well as any longevity credits earned from previous civil service appointment, 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.
17. **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 County Executive 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.
18. **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 other managerial and professional employees of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share of the Wisconsin retirement system; paid vacation; paid parental leave; 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 shall be subject to changes which are made generally applicable to other managerial and professional employees of EMPLOYER, excluding those who are under an employment agreement.
19. **VACATION.** 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 is entitled at the time he executes this Agreement. In addition to the foregoing number of weeks of vacation, EMPLOYEE shall also receive one hundred (100) vacation hours annually, the same being prorated for any partial calendar year. Notwithstanding any other provision of this Agreement to the contrary, Employee may elect to convert no more than one hundred (100) vacation hours to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly pay at the time of the conversion, provided that EMPLOYEE does so prior to the end of each calendar year.

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- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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, sabbatical time, wellness hours and Wisconsin Retirement Leave shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay provisions of paragraph 26 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive.
- 24. 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.
- 25. 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.
- 26. 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 effect may be paid if mutually agreed by EMPLOYEE and the County Executive. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or Wisconsin law, or (ii) any

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

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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: 10/28/20



Luis Alejandro Bixler, Employee