

Res 341  
 Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Administration	<b>CONTRACT/ADDENDUM #:</b> 10523A																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Contract</td> <td style="width:50%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	↓	↓	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lesse	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
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<input type="checkbox"/> Other:	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
3. Term of Contract or Addendum: From: 11/16/14 To: 11/15/19																					
4. Amount of Contract or Addendum																					
5. Purpose: Extension of Employment Contract																					
6. Vendor or Funding Source: Vincent Tranchida																					
7. MUNIS Vendor Code: 20895																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																					
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																					
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																					
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 341</u>																					
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																					
14. Director's Approval																					

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	10-6-14	_____
Controller	_____	_____	10/8/14
Corporation Counsel	_____	10/9/14	10/9/14
Risk Management	_____	10/8/14	10/8/14
_____ ADA Coordinator	_____	_____	_____
Purchasing Agent	_____	_____	10/8/14
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address Vincent Tranchida
Contact Person _____
Phone No. _____
E-mail Address _____

### Footnotes:

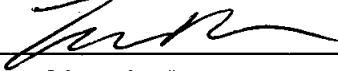
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b>	Name/Title: Michelle Goldade	Dept.: Administration	
	Phone: 266-4941	Mail Address: Room 425, CCB	
	E-mail: goldade@countyofdane.com		

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 10/6/14 Signed:   
 Telephone Number: 266-4941 Print Name: Travis Myren


**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
 Comments:

Date: 10/9/14 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
 Comments:

Date: 10/9/14 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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 (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 Chief Medical Examiner; and

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

WHEREAS, the EMPLOYER and the EMPLOYEE have previously entered into a contractual relationship for EMPLOYEE's services as EMPLOYER's Forensic Pathologist and Medical Examiner and now wish to enter into an agreement extending EMPLOYEE's services with EMPLOYER as EMPLOYER's Chief Medical Examiner.

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 which 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. 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.

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 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.

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.

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52 **5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE.** The duties of EMPLOYEE  
53 shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of  
54 the County Executive.  
55

56 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,  
57 commencing at 12:01 a.m. on November 16, 2014 and expiring as of 11:59 p.m. on November 15, 2019,  
58 unless earlier terminated under other provisions of this Agreement or by operation of law.  
59

60 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not be considered  
61 renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's  
62 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3)  
63 months advance written notice of the intent not to renew this Agreement, provided, however, that failure  
64 to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment  
65 beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been  
66 introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-  
67 month basis for a period not to exceed 3 months, pending county board action on the resolution.  
68

69 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all  
70 times observe and comply with all ethical obligations imposed or required by constitution, statute,  
71 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a  
72 manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and  
73 responsibilities of public officials. During normal work hours, EMPLOYEE shall at all times devote all of  
74 EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER and  
75 EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such position for  
76 EMPLOYEE's personal gain, either directly or indirectly.  
77

78 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at  
79 any time or in any manner, either during the term of this Agreement or thereafter, either directly or  
80 indirectly divulge, disclose or communicate to any person any confidential information gained in the  
81 performance of his duties except as otherwise required or compelled by law.  
82

83 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain  
84 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive  
85 employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed  
86 on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior  
87 approval of the County Executive.  
88

89 **11. 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 as are necessary to accomplish  
92 the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize EMPLOYEE's work  
93 schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on  
94 an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.  
95

96 **12. EVALUATION AND GOALS.** At least annually, the County Executive or his or her designee shall  
97 meet with EMPLOYEE to discuss job performance and to define goals and objectives for both  
98 EMPLOYEE and EMPLOYER. During the evaluation process, feedback shall be sought from the county  
99 board's standing committee assigned oversight responsibilities for the Medical Examiner's Office.  
100

101 **13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the  
102 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in  
103 advance by statute, ordinance, or express written consent of EMPLOYER.  
104

105 **14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay  
106 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,

107 direct compensation at a rate equivalent to \$222,980.00 per year, the same being prorated for any partial  
108 calendar year and payable in equal biweekly payments. The base compensation rate during the life of  
109 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 15.  
110

111 **15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to  
112 time, and at least annually on the date of the review referenced in paragraph 12, in the exercise of his or  
113 her discretion and subject to adequate funding, the County Executive may grant a merit increase to  
114 EMPLOYEE as a percentage of the EMPLOYEE's base compensation. Merit increases may be revoked  
115 or decreased by the County Executive in his or her discretion. Once granted, and if not revoked or  
116 decreased by the County Executive within 12 months of the date granted, any such percentage increase  
117 shall have the effect of increasing the base compensation in the succeeding years of the term of this  
118 Agreement. During the term of this Agreement, base compensation may be decreased, at the discretion  
119 of the County Executive, only upon a determination of poor performance or upon reassignment to  
120 another, less responsible position (as determined by the County Executive), provided that such decrease  
121 shall not cause the base compensation rate to be less than 80% of the base compensation specified in  
122 paragraph 14 above.  
123

124 **16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the  
125 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to  
126 EMPLOYEE.  
127

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

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

146 **19. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
147 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive  
148 fringe benefits as are enumerated from time to time in resolutions and general ordinances of  
149 EMPLOYER, on the same terms as these are made available to non-represented managerial and  
150 professional employees of EMPLOYER. At present, these include group health insurance; dental  
151 insurance; life insurance; EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin  
152 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid leaves  
153 of absence; sick leave; disability income protection; payment of full salary while on jury duty or active  
154 military service, in accordance with county ordinances; worker's compensation coverage; and  
155 unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the term  
156 of this Agreement, and any continuation of employment under paragraph 7, shall be subject to changes  
157 which are made generally applicable to other non-represented managerial and professional employees of  
158 EMPLOYER, excluding those who are under an employment agreement.  
159

160 **20. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for  
161 any partial calendar year, and shall be entitled to such number of vacation hours as are provided

unrepresented managerial and professional employees not under an employment agreement who have years of service equal to the years of service of EMPLOYEE, prior service and time under this Agreement both being 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.

**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 within 60 days of its expiration, 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, sabbatical 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 during its term, in the sole discretion of the County Executive, provided, however, that the consent of the county board of supervisors shall be required for termination. 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 prior to its expiration, EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months of base compensation at the

217 rate then in effect. Severance pay of up to six (6) months of base compensation at the rate then in effect  
218 may be paid if mutually agreed by EMPLOYEE and the County Executive. Severance pay shall not be  
219 available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is terminated for EMPLOYEE's  
220 commission of either (i) any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in  
221 public office under any provision of Wisconsin or federal law or county ordinance. Regardless of whether  
222 severance pay as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be  
223 entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical  
224 and holiday pay. EMPLOYEE shall also be entitled to continue group health, group life and dental  
225 insurance or any of them, all on such terms as are available to non-represented managerial and  
226 professional employees of EMPLOYER who are not under an employment agreement. Upon termination  
227 by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a monetary value  
228 arrived at by multiplying the number of accumulated sick hours by the hourly rate in effect at termination,  
229 and the dollar amount thus arrived at will be available to EMPLOYEE for payment of premiums for  
230 continuation coverage of group health insurance and group dental insurance for the shorter of (a) the  
231 period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall preclude the  
232 EMPLOYEE from exercising his option to retire as set forth in paragraph 28, below.  
233

234 **28. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is  
235 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE  
236 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are  
237 available to non-represented Dane County managerial and professional civil service employees who  
238 participate in the Wisconsin retirement system.  
239

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

249 **30. 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 **31. 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  
261 or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether  
262 EMPLOYEE consents thereto.  
263

264 **32. 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  
266 understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.  
267

268 **33. 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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**34. 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.

**35. 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: 10/3/14

Vincent Tranchida, M.O.  
VINCENT TRANCHIDA