

Dane County Contract Cover Sheet

Res 581
Significant

Dept./Division	Airport
Vendor Name	Gene Meyers
Vendor MUNIS #	29048
Brief Contract Title/Description	Employee Service Agreement to serve as the Executive Deputy Airport Director
Contract Term	5/2/2019 to 5/1/2024
Total Contract Amount	\$ 170,000+

Contract # <small>Admin will assign</small>	13625
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

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

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/11/19		
AK	Controller		3/11/19	
CC	Purchasing	3/12/2019	3/12/2019	
AK	Corporation Counsel	3/12/19	3/12/19	
AK	Risk Management	3/11/19	3/11/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Kim Jones	Name	
Phone #	608-246-3390	Phone #	
Email	Jones.kimberly@msnairport.com	Email	
Address		Address	

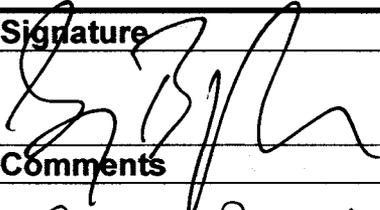
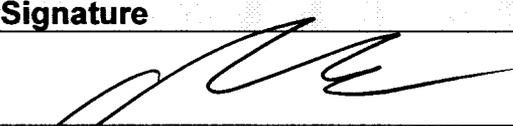
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3/28/19
	Comments	
	Greg Brockmeyer	
Corporation Counsel	Signature	Date
		3/12/19
	Comments	

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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 Gene Meyers (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 Executive Deputy Airport Director; and

WHEREAS, EMPLOYEE, whose current address is 230 SW 37th Terrace, Cape Coral, FL 33914, is able and willing to serve as EMPLOYER's Executive Deputy Airport Director; 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 Airport Director 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 Airport Director the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the Airport Director 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 Airport Director 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 Airport Director 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 AIRPORT DIRECTOR. 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 Airport Director or designee.

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years, commencing at 12:01 a.m. on May 2, 2019 and expiring as of 11:59 p.m. on May 1, 2024, unless earlier terminated under other provisions of this Agreement or by operation of law.

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

8. 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 position for EMPLOYEE's personal gain, either directly or indirectly.

9. 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.

10. 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.

11. 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 and days, including weekends, 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.

12. EVALUATION AND GOALS. At least annually, the Airport Director or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER.

13. 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.

14. 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 \$170,000.00 per year, the same being prorated for any partial calendar year and payable in equal biweekly payments. The base compensation rate during the life of this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 15.

15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From time to time, and at least annually on the date of the review referenced in paragraph 12, in the exercise of his or her discretion and subject to adequate funding, the County Executive, upon the advice of the Airport Director 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

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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 14 above.

16. 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.

17. 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.

18. 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 Airport Director 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.

19. COMPENSATION OF EMPLOYEE; MOVING EXPENSES. EMPLOYER shall reimburse EMPLOYEE a sum not to exceed \$10,000, for actual expenses incurred in relocating, including but not limited to expenses associated with moving and/or storing household items; transportation expenses; and expenses associated with securing temporary housing. EMPLOYEE agrees to provide evidence of expenses incurred in order for EMPLOYER to determine the appropriate amount. If EMPLOYEE leaves this position within two years from the effective date of this Agreement, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant to this paragraph.

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. EMPLOYEE shall be entitled to such number of weeks of vacation as are provided 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

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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 she is entitled at the time she 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.

22. 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.

23. 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.

24. 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.

25. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION. This Agreement may be terminated by EMPLOYEE on two (2) months' written notice to the Airport Director in order to satisfactorily address recruitment and transition needs. Any such notice, once accepted by the Airport Director, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive or the Airport Director has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the Airport Director. Accrued but unused vacation, sabbatical and holiday time shall be paid immediately upon resignation. If the resignation is requested by the County Executive or the Airport Director, the severance pay provisions of paragraph 29 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive or the Airport Director.

26. 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 Airport Director at any time during its term, in the sole discretion of the Airport Director. 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.

27. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the Airport Director and be accomplished by the Airport Director or designee.

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28. PERIOD OF PROBATION; SEVERANCE BENEFITS. The first twelve (12) months of EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this Agreement or if EMPLOYEE resigns at the request of the Airport Director during the twelve (12) month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 29.

29. 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 six (6) months of base compensation at the rate then in effect. 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 form of misconduct in public office under any provision of Wisconsin or federal law or county ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of them, all on such terms as are available to non-represented managerial and professional employees of EMPLOYER who are not under an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate in effect at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage of group health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising his option to retire as set forth in paragraph 30, below.

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

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

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

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

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34. 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.

35. 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.

36. 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.

37. 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: 3/9/19



GENE MEYERS