

Dane County Contract Cover Sheet

Revised 01/2024

Res 376
significant

Dept./Division	Administration		
Vendor Name	Clement Abongwa	MUNIS #	
Brief Contract Title/Description	Employment Services Agreement		
Contract Term	perpetual		
Contract Amount	\$170,000+		

Contract # Admin will assign	15380
Type of Contract	
<input 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	Michelle Goldade	Name	
Phone #	Admin	Phone #	
Email		Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
	Year	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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	376
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<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 checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Goldade, Michelle	Digitally signed by Goldade, Michelle Date: 2024.03.12 12:12:14 -05'00'

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

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

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 12, 2024 12:17 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15380
Attachments: 15380.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/12/2024 4:58 PM	Approve: 3/12/2024 4:58 PM
	Patten (Purchasing), Peter		Approve: 3/12/2024 12:27 PM
	Gault, David	Read: 3/12/2024 3:05 PM	Approve: 3/12/2024 3:07 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15380
Department: Administration
Vendor: Clement Abongwa
Contract Description: Employment Services Agreement (Res 376)
Contract Term: perpetual
Contract Amount: \$170,000.00/year

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.

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2023 RES-376

**APPROVING CLEMENT ABONGWA AS THE
DANE COUNTY HIGHWAY AND TRANSPORTATION COMMISSIONER**

The Dane County Executive has selected Clement Abongwa to serve as the Dane County Highway and Transportation Commissioner.

Mr. Abongwa has extensive experience in transportation infrastructure design, construction project management, civil engineering application, and highway operations maintenance. His past roles include serving as the Kenosha County Public Works Highway Commissioner and Wisconsin Department of Transportation Southeast Freeway Construction Supervisor.

An Employment Service Agreement for Mr. Abongwa has been negotiated. The agreement sets forth the terms and condition of employment. The appointment requires confirmation by the County Board.

NOW, THEREFORE BE IT RESOLVED that the County Executive is authorized to execute agreements with Mr. Abongwa to serve as the Dane County Highway and Transportation Commissioner, with a starting salary of \$170,000.00, subject to any cost of living increases granted to unrepresented managerial employees.

COUNTY OF DANE

Terms of Employment

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the County of Dane ("EMPLOYER"), and Clement Abongwa ("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 Highway and Transportation Commissioner of Dane County;

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as the Highway and Transportation Commissioner of Dane County;

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 May 5, 2024, 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 \$170,000 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 Department of Highway and Transportation 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

110 responsible position (as determined by the County Executive), provided that such decrease shall
111 not cause the base compensation rate to be less than 80% of the base compensation specified in
112 paragraph 13 above.
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114 **15. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
115 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be
116 paid to EMPLOYEE.
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118 **16. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
119 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service
120 appointment at any time during the term of this Agreement or two years thereafter, EMPLOYEE
121 shall be awarded longevity credits for all service under this and prior agreements as well as any
122 longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and
123 benefits as a civil service employee shall reflect such credits. This section shall not be construed
124 to authorize longevity pay during the term of this or any prior agreement or any extension or renewal
125 thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay
126 during the term of this or any prior agreement or any renewal or extension thereof.
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128 **17. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
129 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
130 accordance with Dane County Ordinances and regulations on reimbursement of expenses,
131 provided that EMPLOYEE complies with all applicable provisions of law and Dane County
132 ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly
133 understood that prior approval of the County Executive is required for attendance at conferences
134 held outside of Wisconsin and that attendance is further subject to the rules, regulations and
135 ordinances applicable to managerial employees employed under EMPLOYER's civil service
136 ordinance.
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138 **18. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
139 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall
140 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances
141 of EMPLOYER, on the same terms as these are made available to other managerial and
142 professional employees of EMPLOYER. At present, these include group health insurance; dental
143 insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share of the Wisconsin
144 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid
145 leaves of absence; sick leave; disability income protection; payment of full salary while on jury duty
146 or active military service in accordance with county ordinances; worker's compensation coverage;
147 and unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits
148 during the term of this Agreement shall be subject to changes which are made generally applicable
149 to other managerial and professional employees of EMPLOYER, excluding those who are under
150 an employment agreement.
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152 **19. VACATION.** EMPLOYEE shall be entitled to such number of vacation hours as are provided
153 unrepresented managerial employees not under an employment agreement who have years of
154 service equal to the years of service of EMPLOYEE. Prior civil service and time under this
155 Agreement shall both be included in calculating EMPLOYEE's years of service, provided that in
156 any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an annual
157 basis, to which they are entitled at the time they execute this Agreement. In addition to the foregoing
158 number of weeks of vacation, EMPLOYEE shall also receive eighty (80) vacation hours annually,
159 the same being prorated for any partial calendar year. Notwithstanding any other provision of this
160 Agreement to the contrary, Employee may elect to convert no more than eighty (80) vacation hours
161 to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly pay at the time of the
162 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 and wellness hours 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.
- 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 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 and holiday pay, sabbatical

219 time, and wellness hours. EMPLOYEE shall also be entitled to continue group health, group life
220 and dental insurance or any of them, all on such terms as are available to other managerial and
221 professional employees of EMPLOYER who are not under an employment agreement. Upon
222 termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to
223 a monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate
224 in effect at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for
225 payment of premiums for continuation coverage of group health insurance and group dental
226 insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing
227 in this paragraph shall preclude the EMPLOYEE from exercising his option to retire as set forth
228 below.
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230 **27. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
231 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the
232 EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive
233 those benefits as are available to non-represented Dane County managerial and professional civil
234 service employees who participate in the Wisconsin retirement system.
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236 **28. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
237 and obtain a Dane County civil service position, either during the term of this Agreement or within
238 two (2) years thereafter, they shall be entitled to all seniority credits (subject to union contracts, if
239 applicable to the new position) as would have been earned during the term of this Agreement if
240 EMPLOYEE had been hired into the civil service job classification from the inception of this
241 Agreement, and shall be entitled to any seniority credits from previous civil service appointment or
242 employment. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i)
243 this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not
244 resigning his position Agreement (other than to accept a Dane County civil service position).
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246 **29. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
247 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether
248 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's
249 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in
250 any such litigation, in accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER
251 reserves the right to compromise or settle any such litigation in any fashion deemed advantageous
252 to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
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254 **30. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer
255 any interest or obligation in this Agreement, whether by assignment or novation. It is expressly
256 understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
257 obligations.
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259 **31. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable
260 from all other parts and invalidity of any part shall not operate to invalidate any other part.
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262 **32. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly understood
263 and agreed that in the event of any dispute between the parties, arising under this Agreement,
264 Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.
265 Venue for any legal proceedings shall be in the Dane County Circuit Court.
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267 **33. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the
268 entire agreement of the parties and supersedes any and all negotiations of the parties relating to
269 the subject matter hereof. Any prior employment agreement between the parties, together with any
270 extension or renewal of such agreement, is likewise terminated and superseded by this Agreement.
271 All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior
272 employment agreement between the parties are hereby compromised in their entirety.
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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: 02-21-2024

Clement Abongwa

Clement Abongwa, Employee