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 Significant

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department Executive	Contract/Addendum #: <b>12734</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Contract</th> <th style="text-align: right; border-bottom: 1px solid black;">Addendum</th> </tr> <tr> <td colspan="2" style="font-size: small; text-align: center;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td style="text-align: right;"><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"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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 checked="" type="checkbox"/> Other	<input type="checkbox"/>
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<input checked="" 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: 4/7/16 – indefinite																					
4. Amount of Contract or Addendum: \$136,000/year																					
5. Purpose: Employment Agreement																					
6. Vendor or Funding Source: Carlos Pabellon																					
7. MUNIS Vendor Code: 18781																					
8. Bid/RFP Number:																					
9. Requisition Number:																					
10. 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																					
11. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
14. 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 _____																					
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
16. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
Received	_____	3-11-16	_____	Contact Person	
Controller	_____	_____	3/16/16	Phone No.	
Corporation Counsel	_____	3/16/16	3/17/16	E-mail Address	
Risk Management	_____	3/15/16	3/16/16		
Purchasing	_____	_____	3/15/16		
_____ County Executive	_____	_____	_____		

**Footnotes:**

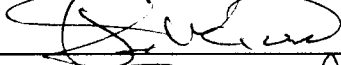
- 1.
- 2.

<b>Return to:</b> Name/Title: Michelle Goldade Phone: 266-4941 E-mail Address: Goldade@countyofdane.com	Dept.: Administration Mail Address: Room 425 CCB
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**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>
- X is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review 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: 3-11-16 Signed:   
 Telephone Number 266-9069 Print Name: Joshua Wescott

**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: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: 4/17/16 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 by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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**COUNTY OF DANE**

**Terms of Employment**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of April 7, 2016, by and between the County of Dane ("EMPLOYER"), and Carlos Pabellón ("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 Department of Administration;

**WHEREAS**, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as the Director of the Department of Administration;

**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 April 7, 2016, 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 \$136,000.00 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 otherwise provided in this Agreement. Should the Department of Administration 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

110 discretion of the County Executive, only upon a determination of poor performance or upon  
111 reassignment to another, less responsible position (as determined by the County Executive),  
112 provided that such decrease shall not cause the base compensation rate to be less than 80% of  
113 the base compensation specified in paragraph 13 above.

114  
115 **15. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the  
116 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be  
117 paid to EMPLOYEE.

118  
119 **16. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision  
120 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service  
121 appointment at any time during the term of this Agreement or two years thereafter, EMPLOYEE  
122 shall be awarded longevity credits for all service under this and prior agreements as well as any  
123 longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and  
124 benefits as a civil service employee shall reflect such credits. This section shall not be construed  
125 to authorize longevity pay during the term of this or any prior agreement or any extension or  
126 renewal thereof, nor shall longevity credits awarded under this section be construed to affect  
127 benefits or pay during the term of this or any prior agreement or any renewal or extension thereof.

128  
129 **17. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall  
130 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in  
131 accordance with Dane County Ordinances and regulations on reimbursement of expenses,  
132 provided that EMPLOYEE complies with all applicable provisions of law and Dane County  
133 ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly  
134 understood that prior approval of the County Executive is required for attendance at conferences  
135 held outside of Wisconsin and that attendance is further subject to the rules, regulations and  
136 ordinances applicable to managerial employees employed under EMPLOYER's civil service  
137 ordinance.

138  
139 **18. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
140 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall  
141 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances  
142 of EMPLOYER, on the same terms as these are made available to other managerial and  
143 professional employees of EMPLOYER. At present, these include group health insurance; dental  
144 insurance; life insurance;; paid vacation; regularly scheduled county holidays; personal holidays;  
145 unpaid leaves of absence; sick leave; disability income protection; payment of full salary while on  
146 jury duty or active military service in accordance with county ordinances; worker's compensation  
147 coverage; and unemployment compensation coverage. EMPLOYEE's continued receipt of such  
148 benefits during the term of this Agreement shall be subject to changes which are made generally  
149 applicable to other managerial and professional employees of EMPLOYER, excluding those who  
150 are under an employment agreement.

151  
152 **19. COMPENSATION OF EMPLOYEE; BAR DUES.** EMPLOYER finds there is value in  
153 EMPLOYEE retaining his professional licensure. EMPLOYER will pay the applicable State of  
154 Wisconsin professional bar dues on behalf of EMPLOYEE covered in this section. Bar dues shall  
155 include one state bar section dues relevant to the Employee's position.

156  
157 **20. COMPENSATION OF EMPLOYEE; CONTINUING LEGAL EDUCATION.** EMPLOYER finds  
158 there is value in EMPLOYEE retaining his professional licensure. EMPLOYER shall pay  
159 reasonable expenses for continuing legal education course work subject to applicable County  
160 travel ordinance and regulations.

161  
162 **21. VACATION.** EMPLOYEE shall receive 80 vacation hours annually, the same being prorated for  
163 any partial calendar year, and shall be entitled to such number of weeks of vacation as are  
164 provided other managerial and professional employees not under an employment agreement who

165 have years of service equal to the years of service of EMPLOYEE, prior civil service and time  
166 under this Agreement both being included in calculating EMPLOYEE's years of service, provided  
167 that in any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an  
168 annual basis, to which he is entitled at the time he executes this Agreement.  
169

170 **22. SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE's sabbatical leave account reaches  
171 the maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to  
172 contribute up to eighty hours of vacation/holiday hours per year to his sabbatical leave account,  
173 the balance of which may be maintained in excess of the established limits.  
174

175 **23. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability  
176 shall be subject to the rules and requirements applicable to Dane County civil service-covered  
177 managerial employees generally.  
178

179 **24. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**  
180 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be  
181 treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to  
182 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will  
183 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be  
184 allowed to participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's  
185 option and to the extent permitted by law.  
186

187 **25. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply  
188 for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during  
189 the term of this Agreement , or if EMPLOYEE should die while this Agreement is in effect,  
190 EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave  
191 to cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or  
192 EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-represented  
193 civil service employees. It is understood that, for purposes of calculating the hourly equivalency  
194 of an annual salary, the figure of 2080 hours per year will be used.  
195

196 **26. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**  
197 This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the County  
198 Executive. Any such notice, once accepted by the County Executive, may not be withdrawn or  
199 rescinded except by mutual agreement of the parties. The fact that the County Executive has  
200 asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once  
201 tendered to, and accepted by, the County Executive. Accrued but unused vacation and holiday  
202 time shall be paid immediately upon resignation. If the resignation is requested by the County  
203 Executive, the severance pay provisions of paragraph 27 shall be applicable. No severance pay  
204 shall be payable in the event of a resignation not requested by the County Executive.  
205

206 **27. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**  
207 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this  
208 Agreement, may be suspended by the County Executive at any, in the sole discretion of the  
209 County Executive. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who  
210 shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of  
211 disciplinary action, up to and including discharge. EMPLOYEE expressly understands that  
212 EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever,  
213 except as specifically and expressly set forth in this Agreement, and that no representations to  
214 the contrary have been made to EMPLOYEE by EMPLOYER or any representative of  
215 EMPLOYER.  
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217 **28. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**  
218 **FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the County Executive  
219 and be accomplished by the County Executive.

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- 29. 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 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. 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 other 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 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 two (2) years thereafter, he 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. 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.
- 33. 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.
- 34. 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.

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35. **CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly understood and agreed that in the event of any dispute between the parties, arising under this Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.

36. **CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

**IN WITNESS WHEREOF,** EMPLOYER and EMPLOYEE have executed this Agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

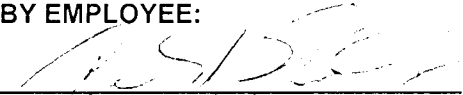
**FOR EMPLOYER:**

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

\_\_\_\_\_  
Joe Parisi, County Executive

**BY EMPLOYEE:**

Date: 3/11/16

  
\_\_\_\_\_  
Carlos A. Pabellón, Employee