

Res 082
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Administration	CONTRACT/ADDENDUM #: 11932																											
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:33%;">Contract</td> <td style="width:33%; text-align:center;">If Addendum, please include original contract number</td> <td style="width:33%; text-align:right;">Addendum</td> </tr> <tr> <td style="text-align:center;">↓</td> <td></td> <td style="text-align:center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<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: 6/1/14 To: 5/31/19																												
4. Amount of Contract or Addendum \$142,833/year																												
5. Purpose: Employment Services Agreement with John Dejung																												
6. Vendor or Funding Source: John Dejung																												
7. MUNIS Vendor Code: 17878																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____	Amount \$ <u>142,833</u>																											
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 _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>4-30-14</u>	_____
<u>CV</u> Controller	_____	_____	<u>5/5/14</u>
<u>CA</u> Corporation Counsel	_____	<u>5-6-14</u>	<u>5-6-14</u>
<u>A</u> Risk Management	_____	<u>5/5/14</u>	<u>5/6/14</u>
<u>RES</u> ADA Coordinator	_____	<u>5/6/14</u>	<u>5/6/14</u>
<u>CA</u> Purchasing Agent	_____	<u>5/6/14</u>	<u>5/6/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address John Dejung
Contact Person
Phone No.
E-mail Address

Footnotes:

1. _____
2. _____

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

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 copy¹
- 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 copy¹
- 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 copy¹

Date: 4/30/14 Signed: 
 Telephone Number: 266-4519 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: 4/30/14 Signature: 

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

Date: 5/6/14 Signature: 

¹A 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 John Dejung (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 director of EMPLOYER's public safety communications center; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as director of EMPLOYER's public safety communications center.

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.

5. 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.

6. TERM OF AGREEMENT. The term of this agreement shall be a period of 5 years, commencing at 12:01 a.m. on June 1, 2014 and expiring as of 11:59 p.m. on May 31, 2019, unless earlier terminated under other provisions of this agreement or by operation of law.

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

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

73 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at
74 any time or in any manner, either during the term of this agreement or thereafter, either directly or
75 indirectly divulge, disclose or communicate to any person any confidential information gained in the
76 performance of his duties except as otherwise required or compelled by law.
77

78 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to
79 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term
80 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is
81 performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject
82 to prior approval of the county executive which shall not be unreasonably withheld.
83

84 **11. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45
85 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall
86 have as a condition of employment a job to perform and shall work such hours as are necessary to
87 accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize
88 EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
89 EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for
90 holiday and vacation usage.
91

92 **12. EVALUATION AND GOALS.** At least annually, the Dane County Public Safety Communications
93 Center Board shall meet with EMPLOYEE to discuss job performance and to define goals and
94 objectives for EMPLOYEE. The center board shall place its findings and recommendations in written
95 form which shall be transmitted to the county executive and to the county board's standing committee
96 for public safety communications issues. The standing committee will review these findings and
97 recommendations, and forward its recommendations and comments to the county executive who shall
98 approve a formal evaluation of EMPLOYEE.
99

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

104 **14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay
105 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
106 direct compensation at a rate equivalent to \$142,833.00 per year, the same being prorated for any
107 partial calendar year and payable in equal biweekly payments. The base compensation rate during the
108 life of this agreement shall not be less than that stated in this paragraph except as provided for in

109 paragraph 15. Should the Public Safety Communications Center be consolidated with or subsumed
110 by any other county department during the term of this agreement and the job duties of the
111 EMPLOYEE be increased or otherwise altered as a result, the compensation of the EMPLOYEE will
112 be renegotiated.
113

114 **15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time
115 to time, and at least annually on the date of the review referenced in paragraph 12, in the exercise of
116 his or her discretion, and subject to adequate funding, the county executive may grant a merit increase
117 to EMPLOYEE, as a percentage of the EMPLOYEE's base compensation. Merit increases may be
118 revoked or decreased by the county executive, in his or her discretion. Once granted, and if not
119 revoked or decreased by the county executive within 12 months of the date granted, any such
120 percentage increase shall have the effect of increasing the base compensation in the succeeding
121 years of the term of this agreement. During the term of this agreement, base compensation may be
122 decreased, at the discretion of the county executive, only upon a determination of poor performance or
123 upon reassignment to another, less responsible position (as determined by the county executive),
124 provided that such decrease shall not cause the base compensation rate to be less than 80% of the
125 base compensation specified in paragraph 14 above. EMPLOYEE shall receive cost of living
126 increases to his base salary on the same basis as provided to non-represented managerial and
127 professional employees.
128

129 **16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
130 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid
131 to EMPLOYEE.
132

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

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

156 **19. PARKING.** EMPLOYEE shall be provided a parking space in the basement garage of the City-
157 County Building.
158

159 **20. VACATION.** EMPLOYEE shall be entitled to five (5) weeks vacation per year which shall accrue
160 pursuant to the provisions of paragraph 18 above.
161

162 **21. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability
163 shall be subject to the rules and requirements applicable to Dane County civil service-covered
164 managerial employees generally.

165
166 **22. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
167 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be
168 treated as wages for federal and state tax purposes. EMPLOYEE recognizes that EMPLOYER will
169 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to
170 participate in EMPLOYER's deferred compensation program(s) at EMPLOYEE's option and to the
171 extent permitted by law.
172

173 **23. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply
174 for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the
175 term of this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this
176 Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting
177 accumulated sick leave to cash or to a monetary fund for the purposes of paying insurance premiums
178 for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the manner available to
179 non-represented civil service employees. It is understood that, for purposes of calculating the hourly
180 equivalency of an annual salary, the figure of 2080 hours per year will be used.
181

182 **24. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
183 This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the county executive.
184 Any such notice, once accepted by the county executive, may not be withdrawn or rescinded except
185 by mutual agreement of the parties. The fact that the county executive has asked EMPLOYEE for
186 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
187 the county executive. Accrued but unused vacation and holiday time shall be paid immediately upon
188 resignation. If the resignation is requested by the county executive, the severance pay provisions of
189 paragraph 27 shall be applicable. No severance pay shall be payable in the event of a resignation not
190 requested by the county executive.
191

192 **25. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
193 **WILL.** This agreement may be terminated, or any obligation of EMPLOYER under this agreement
194 may be suspended, by the county executive at any time during its term, in the sole discretion of the
195 county executive, provided, however, that the consent of the county board of supervisors shall be
196 required for termination. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who
197 shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of
198 disciplinary action, up to and including discharge. EMPLOYEE expressly understands that
199 EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except
200 as specifically and expressly set forth in this Agreement, and that no representations to the contrary
201 have been made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
202

203 **26. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**
204 **FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the county executive and be
205 accomplished by the county executive.
206

207 **27. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
208 **TERMINATION.** In the event EMPLOYER terminates this agreement prior to its expiration,
209 EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months of base
210 compensation at the rate then in effect. Severance pay of up to six (6) months of base compensation
211 at the rate then in effect may be paid if mutually agreed by EMPLOYEE and the County Executive.
212 Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is
213 terminated for EMPLOYEE's commission of either (i) any crime, under either federal or Wisconsin law,
214 or (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county
215 ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE, upon
216 termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all
217 accrued but unused vacation and holiday pay. EMPLOYEE shall also be entitled to continue group
218 health, group life and dental insurance or any of them, all on such terms as are available to non-
219 represented managerial and professional employees of EMPLOYER who are not under an

220 employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave
221 balance earned under this Agreement shall be converted to a monetary value arrived at by multiplying
222 the number of accumulated sick hours by the hourly rate in effect at termination, and the dollar amount
223 thus arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage of
224 group health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is
225 unemployed or (b) 12 months. However, EMPLOYEE's total cumulative, lifetime sick leave bank
226 payout total shall not exceed the total permitted for County employees at the time of separation.
227 Nothing in this paragraph shall preclude the EMPLOYEE from exercising his option to retire as set
228 forth in paragraph 23 above.
229

230 **28. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** Notwithstanding any provision
231 herein to the contrary, in the event EMPLOYEE shall seek and obtain a Dane County civil service
232 position, either during the term of this Agreement or within one (1) year thereafter, he shall be allowed
233 all seniority credits (subject to union contracts, if applicable to the new position) as would have been
234 earned during the term of this or previous Agreements if EMPLOYEE had been hired into the civil
235 service job classification from the inception of his employment under an Employment Services
236 Agreement, and EMPLOYEE's wages and benefits as a civil service employee shall reflect such
237 credits. This paragraph shall not be construed to authorize longevity pay during the term of this
238 Agreement or any extension or renewal thereof, nor shall longevity credits awarded under this
239 paragraph be construed to affect benefits or pay during the term of this Agreement or any renewal or
240 extension thereof. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i)
241 this agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning
242 his position during the term of this agreement (other than to accept a Dane County civil service
243 position).
244

245 **29. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
246 Agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to
247 all certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies.
248 The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement
249 not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning his position
250 during the term of this Agreement.
251

252 **30. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
253 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether
254 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's
255 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any
256 such litigation, in accordance with the requirements of s. 895.46, Wis. Stats. EMPLOYER reserves
257 the right to compromise or settle any such litigation in any fashion deemed advantageous to
258 EMPLOYER, regardless of whether EMPLOYEE consents thereto.
259

260 **31. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or
261 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
262 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
263 obligations.
264

265 **32. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this agreement are
266 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
267

268 **33. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly
269 understood and agreed that in the event of any dispute between the parties, arising under this
270 Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable
271 federal law.
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273 **34. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the
274 entire agreement of the parties and supersedes any and all negotiations of the parties relating to the

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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: 4/30/14



JOHN DEJUNG