

Res 178
 Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Administration	Contract/Addendum #: 13190																				
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 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 type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
3. Term of Contract or Addendum: 9/1/17-9/1/2020																					
4. Amount of Contract or Addendum: \$150,000/year																					
5. Purpose: Employment Services Agreement																					
6. Vendor or Funding Source: Anita Rajkumar																					
7. MUNIS Vendor Code:																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 Res-178</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
Received	_____	<u>8/14/17</u>	_____	Contact Person Phone No. E-mail Address
Controller	_____	_____	<u>8/15/17</u>	
Corporation Counsel	_____	<u>8-15-17</u>	<u>8-15-17</u>	
Risk Management	_____	<u>8/16/17</u>	<u>8/16/17</u>	
Purchasing	_____	<u>8/16/17</u>	<u>8/16/17</u>	
_____ County Executive	_____	_____	_____	

Footnotes:

- 1.
- 2.

Return to: 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 copy¹
- 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 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: 8/14/17

Signed: 

Telephone Number 266-4519

Print Name: Greg Brockmeyer

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).

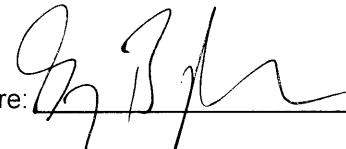
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____

Signature: _____

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

Date: 8/14/17

Signature: 

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

Date: 8/15/17

Signature: 

¹ 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).

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 Anita Rajkumar, M.D. (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 Deputy Medical Examiner; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as EMPLOYER's Deputy Medical Examiner; 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 Chief Medical Examiner 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 Chief Medical Examiner the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the Chief Medical Examiner 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 Medical Examiner 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 Chief Medical Examiner 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 MEDICAL EXAMINER. 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 Chief Medical Examiner or designee.

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52 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of three (3) years,
53 commencing at 12:01 a.m. on a start date no later than March 1, 2018 and expiring as of 11:59 p.m. on
54 the day prior to EMPLOYEE's start-date anniversary unless earlier terminated under other provisions of
55 this Agreement or by operation of law.
56

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

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

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

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

86 **11. EMPLOYEE'S RESPONSIBILITIES; SPECIAL CONDITIONS.** EMPLOYEE'S employment is
87 contingent upon the following conditions being met:
88

- 89 A. EMPLOYEE must have successfully completed all contingencies contained in the March 15,
90 2017 offer letter which is incorporated by reference.
- 91 B. EMPLOYEE must obtain appropriate Visa status and shall be responsible to maintain such
92 status throughout employment.
- 93 C. EMPLOYEE must obtain certification in forensic pathology by the American Board of Pathology
94 within two years of employment.
95

96 **12. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45
97 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have
98 as a condition of employment, a job to perform and shall work such hours as are necessary to accomplish
99 the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize EMPLOYEE's work
100 schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on
101 an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.
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105 **13. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee
106 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
107 EMPLOYEE and EMPLOYER.
108

109 **14. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the
110 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in
111 advance by statute, ordinance, or express written consent of EMPLOYER.
112

113 **15. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay
114 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
115 direct compensation at a rate equivalent to \$150,000.00 per year, the same being prorated for any partial
116 calendar year and payable in equal biweekly payments. EMPLOYEE's base compensation shall increase
117 to a rate equivalent to \$165,000 per year upon EMPLOYEE providing documentation of successful
118 certification in forensic pathology from the American Board of Pathology. The base compensation rate
119 during the life of this Agreement shall not be less than that stated in this paragraph except as provided for
120 in paragraph 16.
121

122 **16. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to
123 time, and at least annually on the date of the review referenced in paragraph 13, in the exercise of his or
124 her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical
125 Examiner may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base
126 compensation. Merit increases may be revoked or decreased by the County Executive in his or her
127 discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of
128 the date granted, any such percentage increase shall have the effect of increasing the base
129 compensation in the succeeding years of the term of this Agreement. During the term of this Agreement,
130 base compensation may be decreased, at the discretion of the County Executive, only upon a
131 determination of poor performance or upon reassignment to another, less responsible position (as
132 determined by the County Executive), provided that such decrease shall not cause the base
133 compensation rate to be less than 80% of the base compensation specified in paragraph 15 above.
134

135 **17. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
136 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to
137 EMPLOYEE.
138

139 **18. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
140 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service
141 appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be
142 awarded longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and
143 benefits as a civil service employee shall reflect such credits. This section shall not be construed to
144 authorize longevity pay during the term of this or any prior agreement or any extension or renewal
145 thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay
146 during the term of this or any prior agreement or any renewal or extension thereof. The benefits
147 conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being
148 terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning her position during the term
149 of this Agreement (other than to accept a Dane County civil service position).
150

151 **19. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
152 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance
153 with Dane County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE
154 complies with all applicable provisions of law and Dane County ordinances prior to incurring or claiming
155 reimbursement for such expenses. It is expressly understood that prior approval of the Chief Medical
156 Examiner is required for attendance at conferences held outside of Wisconsin and that attendance is
157 further subject to the rules, regulations and ordinances applicable to managerial employees employed
158 under EMPLOYER's civil service ordinance.
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20. MOVING EXPENSES. EMPLOYER shall reimburse EMPLOYEE a sum not to exceed \$7,000, 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 employment, she shall reimburse EMPLOYER all sums received pursuant to this paragraph.

21. 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.

22. VACATION. EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for any partial calendar year.

23. 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.

24. 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.

25. 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.

26. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION. This Agreement may be terminated by EMPLOYEE on three (3) months' written notice to the Chief Medical Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the Chief Medical Examiner has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay

214 provisions of paragraph 30 shall be applicable. No severance pay shall be payable in the event of a
215 resignation not requested by the Chief Medical Examiner.
216

217 **27. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
218 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may
219 be suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the
220 Chief Medical Examiner.. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who
221 shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary
222 action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not
223 covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and
224 expressly set forth in this Agreement, and that no representations to the contrary have been made to
225 EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
226

227 **28. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**
228 **FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner
229 and be accomplished by the Chief Medical Examiner_or designee.
230

231 **29. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of
232 EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the
233 EMPLOYER terminates this Agreement or if EMPLOYEE resigns at the request of the Medical Examiner
234 during the twelve (12) month probationary period, EMPLOYEE shall not receive severance benefits as
235 provided in paragraph 29.
236

237 **30. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
238 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
239 shall receive as severance pay a sum of money equal to six (6) months of base compensation at the rate
240 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
241 resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or
242 Wisconsin law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal
243 law or county ordinance. Regardless of whether severance pay as defined herein is available to
244 EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to
245 EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be
246 entitled to continue group health, group life and dental insurance or any of them, all on such terms as are
247 available to non-represented managerial and professional employees of EMPLOYER who are not under
248 an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave
249 balance shall be converted to a monetary value arrived at by multiplying the number of accumulated sick
250 hours by the hourly rate in effect at termination, and the dollar amount thus arrived at will be available to
251 EMPLOYEE for payment of premiums for continuation coverage of group health insurance and group
252 dental insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in
253 this paragraph shall preclude the EMPLOYEE from exercising his option to retire as set forth in paragraph
254 31, below.
255

256 **31. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
257 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
258 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
259 available to non-represented Dane County managerial and professional civil service employees who
260 participate in the Wisconsin retirement system.
261

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

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.

37. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement, including the document incorporated by reference, 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: August 14, 2017



ANITA RAJKUMAR, M.D.