

Dane County Contract Cover Sheet

Revised 01/2022

RES 280
Significant

Dept./Division	Administration		
Vendor Name	Carlos Pabellon	MUNIS #	18781
Brief Contract Title/Description	Employment Services Agreement		
Contract Term	indefinite		
Contract Amount	\$198,640 +		

Contract # Admin will assign	14949
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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Michelle Goldade	Name	
Phone #		Phone #	
Email		Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (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:	
		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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	280
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2022
	<input 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 type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/30/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, December 30, 2022 12:08 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Subject: Contract #14949
Attachments: 14949_Redacted.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/3/2023 8:22 AM	Approve: 1/3/2023 8:22 AM
	Patten (Purchasing), Peter		
	Gault, David	Read: 1/4/2023 8:42 AM	Approve: 1/4/2023 8:47 AM
	Lowndes, Daniel	Read: 12/30/2022 2:19 PM	Approve: 12/30/2022 2:20 PM

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

Contract #14949
Department: Administration
Vendor: Carlos Pabellon
Contract Description: Employment Services Agreement (Res 280)
Contract Term: indefinite
Contract Amount: \$198,640.00

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 in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Tuesday, January 3, 2023 4:36 PM
To: Goldade, Michelle
Subject: Approve: Contract #14949

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2022 RES-280

**CONFIRMING THE APPOINTMENT OF CARLOS PABELLÓN AS THE
DANE COUNTY CORPORATION COUNSEL**

The County Executive has selected Carlos Pabellón to serve as the Dane County Corporation Counsel.

An Employment Services Agreement for Carlos Pabellón to serve as the Dane County Corporation Counsel 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 appointment of Carlos Pabellón to the position of Corporation Counsel is confirmed.

BE IT FURTHER RESOLVED that the County Executive is authorized to execute agreements with Mr. Pabellón to serve as the Dane County Corporation Counsel with a starting salary of \$198,640.



County of Dane Terms of Employment

1 **THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of January 29, 2023 by and
2 between the County of Dane ("EMPLOYER") and Carlos Pabellón ("EMPLOYEE").
3

4 **WHEREAS**, EMPLOYER, whose address is: 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703,
5 desires to obtain the services of EMPLOYEE to serve as the Dane County Corporation Counsel;
6

7 **WHEREAS**, EMPLOYEE, whose current address is [REDACTED] and is able
8 and willing to serve as the Dane County Corporation Counsel;
9

10 **NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties
11 hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER
12 and EMPLOYEE do agree as follows:
13

- 14 **1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS.** Employment of EMPLOYEE is subject to the
15 general supervision and shall be conducted pursuant to the orders, advice and direction of the County
16 Executive. Employment is further subject to EMPLOYEE's compliance with and implementation of
17 policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE
18 shall perform such other duties as are customarily performed by one holding the same or similar
19 positions in other governmental organizations or businesses that provide similar services. EMPLOYER
20 reserves to the County Executive the right to require EMPLOYEE to render such other and unrelated
21 services and duties as may be assigned from time to time by the County Executive.
22
- 23 **2. TERM.** The term of employment hereunder shall commence on January 29, 2023, and be indefinite,
24 unless terminated by either party
25
- 26 **3. DUTIES OF EMPLOYEE; GENERAL PROVISIONS.** EMPLOYEE agrees to perform lawfully, faithfully,
27 industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be
28 required of EMPLOYEE pursuant to the express or implied terms of this Agreement, to the level of
29 satisfaction that the County Executive may reasonably require.
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- 31 **4. DUTIES OF EMPLOYEE; JOB DESCRIPTION.** The duties of EMPLOYEE shall include but not be limited to
32 those expressly stated or implied in the attached job description for the position, as may be revised
33 from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes.
34 This paragraph is further subject to the right of assignment reserved to the County Executive, as set
35 forth in paragraph 1 hereof.
36
- 37 **5. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD.** The duties of EMPLOYEE shall also include
38 but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of
39 EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.
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- 41 **6. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE.** The duties of EMPLOYEE shall also include
42 but not be limited to those expressly stated or implied in orders, directives, or rules of the County
43 Executive.
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7. **EMPLOYMENT ACTIONS; DISMISSAL.** EMPLOYEE shall hold his position at the pleasure of the County Executive and the County Board. The County Executive may dismiss EMPLOYEE or demote EMPLOYEE at any time, with or without cause, provided that the County Board concurs.
 8. **EMPLOYMENT ACTIONS; OTHER DISCIPLINARY ACTIONS.** EMPLOYEE shall be subject to suspension, reduction in pay, and any other form of discipline other than discharge and demotion without County Board approval. All disciplinary action shall originate from the County Executive and be accomplished by the County Executive. The County Executive may demote EMPLOYEE at any time, with or without cause, provided that the County Board concurs.
 9. **EMPLOYMENT ACTIONS; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement, EMPLOYEE shall receive as severance pay a sum of money equal to one-year 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 time, wellness hours and Wisconsin Retirement Leave. 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.
 10. **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 of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, all 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.
 11. **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.
 12. **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.

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- 13. 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.
 - 14. 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.
 - 15. 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.
 - 16. 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 \$198,640 per year (\$95.50 per hour), 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 Corporation Counsel Department 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.
 - 17. 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 responsible position (as determined by the County Executive), provided that such decrease shall not cause the base compensation rate to be less than 80% of the base compensation specified in paragraph 16 above.
 - 18. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to EMPLOYEE.
 - 19. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service appointment at any time during the term of this Agreement or two years thereafter, EMPLOYEE shall be awarded longevity credits for all service under this and prior agreements as well as any longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and benefits as a civil service employee shall reflect such credits. This section shall not be construed to authorize longevity pay during the term of this or any prior agreement or any extension or renewal thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay during the term of this or any prior agreement or any renewal or extension thereof.

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- 20. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Dane County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Dane County ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly understood that prior approval of the County Executive is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed under EMPLOYER's civil service ordinance.
- 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 other managerial and professional employees of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share of 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 shall be subject to changes which are made generally applicable to other managerial and professional employees of EMPLOYER, excluding those who are under an employment agreement.
- 22. VACATION.** EMPLOYEE shall be entitled to such number of vacation hours as are provided unrepresented managerial employees not under an employment agreement who have years of service equal to the years of service of EMPLOYEE. Prior civil service and time under this Agreement shall both be included in calculating EMPLOYEE's years of service, provided that in any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an annual basis, to which they are entitled at the time they execute this Agreement. In addition to the foregoing number of weeks of vacation, EMPLOYEE shall also receive one hundred (100) vacation hours annually, the same being prorated for any partial calendar year. Notwithstanding any other provision of this Agreement to the contrary, Employee may elect to convert no more than one hundred (100) vacation hours to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly pay at the time of the conversion, provided that EMPLOYEE does so prior to the end of each calendar year.
- 23. SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE's sabbatical leave account reaches the maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to contribute up to an additional One-Hundred and Twenty (120) hours of vacation per year to his sabbatical leave account, the balance of which may be maintained in excess of the established limits.
- 24. 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.
- 25. 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

189 like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's deferred
190 compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
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192 **26. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for and receive a
193 monthly annuity benefit from the State of Wisconsin Retirement system during the term of this
194 Agreement, or if EMPLOYEE should die while this Agreement is in effect, EMPLOYEE or EMPLOYEE's
195 estate shall have the option of converting accumulated sick leave to cash or to a monetary fund for the
196 purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent
197 and in the manner available to non-represented civil service employees. It is understood that, for
198 purposes of calculating the hourly equivalency of an annual salary, the figure of 2080 hours per year will
199 be used.
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201 **27. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This Agreement
202 may be terminated by EMPLOYEE on 30-days' written notice to the County Executive. Any such notice,
203 once accepted by the County Executive, may not be withdrawn or rescinded except by mutual
204 agreement of the parties. The fact that the County Executive has asked EMPLOYEE for EMPLOYEE's
205 resignation shall not invalidate any such resignation once tendered to, and accepted by, the County
206 Executive. Accrued but unused vacation and holiday time, sabbatical time, wellness hours and Wisconsin
207 Retirement Leave shall be paid immediately upon resignation. If the resignation is requested by the
208 County Executive, the severance pay provisions of paragraph 9 shall be applicable. No severance pay
209 shall be payable in the event of a resignation not requested by the County Executive.
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211 **28. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is terminated by
212 either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE shall, prior to the
213 effective date of the termination, be allowed to retire and receive those benefits as are available to non-
214 represented Dane County managerial and professional civil service employees who participate in the
215 Wisconsin retirement system.
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217 **29. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek and obtain a
218 Dane County civil service position, either during the term of this Agreement or within two (2) years
219 thereafter, they shall be entitled to all seniority credits (subject to union contracts, if applicable to the
220 new position) as would have been earned during the term of this Agreement if EMPLOYEE had been
221 hired into the civil service job classification from the inception of this Agreement, and shall be entitled
222 to any seniority credits from previous civil service appointment or employment. The benefits conferred
223 upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by
224 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position Agreement (other than to accept
225 a Dane County civil service position).
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227 **30. EMPLOYER TO IDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER shall indemnify,
228 defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless or not, arising
229 out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with EMPLOYER.
230 EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in accordance with the
231 requirements of Wis. Stat. § 895.46. EMPLOYER reserves the right to compromise or settle any such
232 litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether EMPLOYEE
233 consents thereto.
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31. 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.

32. 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.

33. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law. Venue for any legal proceedings shall be in the Dane County Circuit Court.

34. 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.

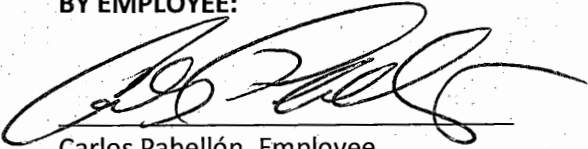
FOR EMPLOYER:

Date: _____

Joe Parisi, County Executive

BY EMPLOYEE:

Date: 12/27/22



Carlos Pabellón, Employee