

# Dane County Contract Cover Sheet

Res 179  
significant

<b>Dept./Division</b>	Executive	<b>Contract #</b> <small>Admin will assign</small>	13461
<b>Vendor Name</b>	Danielle Williams	<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Vendor MUNIS #</b>	28831	<b>Type of Contract</b>	
<b>Brief Contract Title/Description</b>	Employment Services Agreement	<input type="checkbox"/>	Dane County Contract
<b>Contract Term</b>	9/10/18 - 9/9/21	<input type="checkbox"/>	Grant
<b>Total Contract Amount</b>	\$ 95,000/year	<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input checked="" type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)		RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	Org Code		Obj Code		Amount	\$
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Res #</b> 179
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		<b>Year</b> 2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	8/15/18		
CM	Controller		8/15/18	
Ca	Purchasing	8/16/18	8/16/18	
	Corporation Counsel	8/15/18	8/15/18	
	Risk Management	8-15/18	8/16/18	
	County Executive			


Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Michelle Goldade	<b>Name</b>	
<b>Phone #</b>	266-4941	<b>Phone #</b>	
<b>Email</b>	goldade@countyofdane.com	<b>Email</b>	
<b>Address</b>	Room 425 CCB	<b>Address</b>	

**Certification:**

The attached contract is a:


- ☒ Dane County Contract without any modifications.
- ☐ Dane County Contract with modifications.  
The modifications have been reviewed by:
- ☐ Non-standard contract.

**Contract Cover Sheet Signature****Department Approval of Contract**

Dept. Head / Authorized Designee	<b>Signature</b>	<b>Date</b>
		8-15-18
	<b>Printed Name</b>	
	Josh Wescott	

**Contracts Exceeding \$100,000**

Major Contracts Review - DCO Sect. 25.11(3)

Director of Administration	<b>Signature</b>	<b>Date</b>
		
	<b>Comments</b>	
Corporation Counsel	<b>Signature</b>	<b>Date</b>
		8/16/18
	<b>Comments</b>	

COUNTY OF DANE

TERMS OF EMPLOYMENT

**THIS EMPLOYMENT AGREEMENT** ("Agreement"), made and entered into by and between the County of Dane (hereinafter referred to as "EMPLOYER") and Danielle Williams (hereinafter, "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 EMPLOYER's legislative lobbyist;

**WHEREAS**, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as EMPLOYER's legislative lobbyist ;

**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 reassignment 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. In the event of a disagreement on policy between the County Executive and the County Board, EMPLOYEE shall follow the directions of the County Board.
6. **TERM OF AGREEMENT.** The term of this Agreement shall commence on September 10, 2018 and expire as of midnight on September 9, 2021 unless earlier terminated under other provisions of this Agreement or by operation of law. **[MAXIMUM of THREE YEARS]**

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7. **NOT TO ENGAGE IN POLITICAL ACTIVITY.** During the term of this Agreement, EMPLOYEE shall not engage in political activity which impairs the EMPLOYEE's ability to function as lobbyist for the County of Dane. The parties agree that EMPLOYEE's work on the campaign of any person running for state, county or local political office, whether partisan or nonpartisan, would impair EMPLOYEE's ability to function as a lobbyist for the County of Dane.
  8. **NONRENEWAL OF AGREEMENT.** At its expiration this Agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this Agreement, provided, however, that failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending county board action on the resolution.
  9. **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 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.
  10. **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, disclose or communicate to any person any confidential information gained in the performance of her duties except as otherwise required or compelled by law.
  11. **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.
  12. **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.
  13. **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.
  14. **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.

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15. **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 \$95,000 per year, the same being prorated for any partial calendar year and payable in equal biweekly payments. The base compensation rate during the life of this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 16.
16. **COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to time, and at least annually on the date of the review referenced in paragraph 13, 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 15 above. In addition to discretionary merit increases, EMPLOYEE will receive the same cost of living adjustments that are applied to managerial and professional employees through the term of the Agreement.
17. **COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the contrary herein, longevity pay provided other managerial and professional employees of EMPLOYER shall not be paid to EMPLOYEE.
18. **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 one year thereafter, EMPLOYEE shall be awarded longevity credits for all service under this and prior agreements, 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 or subsequent 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 or subsequent agreement or any renewal or extension thereof.
19. **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 and professional employees employed under EMPLOYER's civil service ordinance.
20. **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 contributions of

- both 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 training exercises); 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 8, 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.
21. **VACATION.** EMPLOYEE shall be entitled to such number of weeks of vacation as are provided managerial and professional employees not under an employment agreement who have years of service equal to the years of service of EMPLOYEE, prior service and time under this Agreement both being included in calculating EMPLOYEE's years of service, provided that in any event EMPLOYEE shall receive a minimum of five (5) weeks vacation per year.
22. **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.
23. **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.
24. **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 termination, 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 unrepresented 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.
25. **TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the County Executive. Any such notice, once accepted by the County Executive, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Executive. Accrued but unused vacation and holiday time shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay provisions of paragraph 28 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive.
26. **TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may be suspended, by the County Executive at any time during its term, in the sole discretion of the County Executive. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to and including discharge. EMPLOYEE

expressly understands that EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.

27. **TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the county executive and be accomplished by the county executive.
28. **TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, 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 non-represented 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.
29. **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 one (1) year thereafter, EMPLOYEE shall be allowed 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 in the civil service job classification during the term of this Agreement. 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 the position of legislative lobbyist during the term of this Agreement (other than to accept a Dane County civil service position).
30. **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 s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
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.

- 271 32. **CONSTRUCTION OF AGREEMENT; SEVERABILITY.** Each provision of this Agreement is  
272 severable from all other provisions, and invalidity of any one provision shall not operate to  
273 invalidate any other provision.  
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- 275 33. **CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly  
276 understood and agreed that in the event of any dispute between the parties, arising under this  
277 Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable  
278 federal law.  
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- 280 34. **CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the  
281 entire agreement of the parties and supersedes any and all negotiations of the parties relating  
282 to the subject matter hereof. Any prior employment agreement between the parties, together  
283 with any extension or renewal of such agreement, is likewise terminated and superseded by  
284 this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or  
285 under any prior employment agreement between the parties are hereby compromised in their  
286 entirety.  
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288 **IN WITNESS WHEREOF,** EMPLOYER and EMPLOYEE have executed this Agreement  
289 effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE  
290 have affixed their respective signatures, as indicated below.  
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293 FOR EMPLOYER:

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

\_\_\_\_\_  
JOE PARISI, County Executive

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299 BY EMPLOYEE:

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301 Date: 8/15/18

*Danielle Williams*  
DANIELLE WILLIAMS