

Dane County Contract Cover Sheet

Res 346
Significant

Dept./Division	Administration
Vendor Name	Agnieszka Rogalska
Vendor MUNIS #	25213
Brief Contract Title/Description	Extends Dr. Rogalska's service agreement into 2024
Contract Term	11/16/2019 to 11/15/2024
Total Contract Amount	\$ 232,918 +

Contract # <small>Admin will assign</small>	12094A
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<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

Purchasing Authority	<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	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	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.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 346
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/4/19		
CU	Controller		11/5/19	
CC	Purchasing	11/5/2019	11/5/2019	
	Corporation Counsel	11/5/19	11/5/19	
	Risk Management	11/5/19	11/5/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Greg Brockmeyer	Name	
Phone #	608-266-4519	Phone #	
Email	brockmeyer@countyofdane.com	Email	
Address	425 City-County Building	Address	

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: <i>Carlos Pabellon</i>
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>[Signature]</i>	
	Printed Name	<i>10/28/19</i>
	<i>Greg Brockmeyer</i>	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>[Signature]</i>	
	Comments	<i>11.15.19</i>
Corporation Counsel	Signature	Date
	<i>[Signature]</i>	
	Comments	<i>11/5/19</i>

2019 RES-346

APPROVAL OF THE EXTENSION OF THE EMPLOYMENT SERVICES AGREEMENT WITH DR. AGNIESZKA ROGALSKA

A previously negotiated Employment Services Agreement with Dr. Agnieszka Rogalska to serve as the Deputy Chief Medical Examiner expires on November 15, 2019. An extension of Dr. Rogalska's Employment Services Agreement has been negotiated. The contract addendum updates the terms and conditions of employment. This contract addendum requires confirmation by the County Board.

NOW, THEREFORE, BE IT RESOLVED that the County Executive is authorized to execute on behalf of Dane County the Addendum to the Employment Services Agreement with Dr. Agnieszka Rogalska to serve as the Deputy Chief Medical Examiner with an annual salary of \$232,918.40 subject to any cost of living adjustments granted to unrepresented managerial employees.

COUNTY OF DANE
Addendum to Employment Services Agreement

This Addendum to the Employment Services Agreement dated October 27, 2014 and numbered 12094 is made between the County of Dane (hereinafter referred to as "EMPLOYER") and Agnieszka Rogalska, M.D. (hereinafter, "EMPLOYEE").

WITNESSETH:

WHEREAS, the EMPLOYER and the EMPLOYEE have by a separate document entitled Employment Services Agreement (hereinafter the "Original Agreement") previously entered into a five-year contractual relationship, and

WHEREAS, the EMPLOYER and the EMPLOYEE now wish to extend the term of the Original Agreement for five (5) additional years commencing at the expiration of the Original Agreement's term on November 16, 2019 and ending at 11:59 p.m. on November 15, 2024, and to amend other provisions of the Original Agreement.

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Original Agreement shall remain in full force and effect unchanged in any manner by this Addendum to Employment Services Agreement except for those changes expressly set forth herein. This Addendum to Employment Services Agreement shall control only to the extent of any conflict between the terms of the Original Agreement and this Addendum.

2. Paragraph 6 of the Original Agreement is deleted and replaced with the following:

TERM OF AGREEMENT. The term of this agreement shall be a period of five (5) years, commencing at 12:01 a.m. on November 16, 2019 and expiring as of 11:59 p.m. on November 15, 2024, unless earlier terminated under other provisions of this agreement or by operation of law.

3. Paragraph 10(a) is created and includes the following provision:

EMPLOYEE'S RESPONSIBILITIES; ROTATION. EMPLOYEE shall perform her duties of employment on a rotational cycle between Brown County, Wisconsin and Dane County, Wisconsin. In its sole discretion, EMPLOYER shall determine the number of days and frequency of each rotation.

4. Paragraph 14 of the Original Agreement is deleted and replaced with the following:

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 \$232,918.40 per year, the same being prorated for any partial calendar year and payable in equal biweekly payments. The base compensation rate during the life of this Agreement shall not be less than that stated in this paragraph except as otherwise provided in this Agreement.

5. Paragraph 19 of the Original Agreement is deleted in its entirety.

6. Paragraph 21 of the Original Agreement shall be deleted and replaced with the following:

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 she is entitled at the time she executes this Agreement. In addition to the foregoing number of weeks of vacation, EMPLOYEE shall also receive forty (40) vacation hours annually, the same being prorated for any partial calendar year. In the event that the EMPLOYEE's sabbatical leave bank reaches the maximum allowed to managerial employees, EMPLOYEE shall be authorized to contribute up to an additional one hundred (100) hours.

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68 7. Paragraph 25 of the Original Agreement is deleted and replaced with the following:
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70 **TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This
71 Agreement may be terminated by EMPLOYEE on six (6) months written notice to the Medical Examiner.
72 Any such notice, once accepted by the County Executive, may not be withdrawn or rescinded except by
73 mutual agreement of the parties. The fact that the County Executive has asked EMPLOYEE for
74 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
75 the County Executive. Accrued but unused vacation and holiday time shall be paid immediately upon
76 resignation. If the resignation is requested by the County Executive, the severance pay provisions of
77 paragraph 29 shall be applicable. No severance pay shall be payable in the event of a resignation not
78 requested by the County Executive.
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80 **IN WITNESS WHEREOF**, EMPLOYER and EMPLOYEE have executed this Addendum to Employment
81 Services Agreement effective as of the day and date by which EMPLOYER's authorized representative and
82 EMPLOYEE have affixed their respective signatures, as indicated below:
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84 **FOR EMPLOYER:**

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87 Date: _____

88 JOSEPH PARISI, County Executive
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92 **BY EMPLOYEE:**

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94 Date: 10/29/19

95 AGNIESZKA ROGALSKA, M.D.
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