

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this September 11, 2020, with an effective date of September 15, 2020 (or the date in which the last Party executes this Agreement), by and between Sauk County, Wisconsin (the "County") and Brent R. Miller ("Administrator"). The County and Administrator may be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, the County desires to employ Administrator as the County Administrator, as allowed by Wis. Stat. §§ 59.03, 59.04 and as specifically set forth in Wis. Stat. § 59.18, and Administrator is willing to render services to the County on the terms and conditions of employment as set forth below.

NOW, THEREFORE, in consideration of the promises, terms and conditions hereof, the County and Administrator agree as follows:

1. Employment. The County employs Administrator, and Administrator accepts such employment with the County upon the terms and conditions hereinafter set forth. Administrator represents and warrants that neither the execution by him/her of this Agreement nor the performance by him/her of his/her duties and obligations hereunder will violate any agreement to which he/she is a party. This Agreement shall supersede all agreements by and between Administrator and the County entered into prior hereto. This Agreement shall be construed consistent with Wis. Stat. § 59.18 and nothing herein is meant to supersede Wis. Stat. § 59.18, including, without limitation, Wis. Stat. § 59.18(7) relating to the County Board of Supervisors' ("County Board") right to remove Administrator at any time that Administrator's conduct as the County Administrator becomes unsatisfactory, subject only to the Parties' obligations set forth in Paragraph 8 below.
2. Term. The term of employment hereunder shall commence on October 19, 2020 (the "Commencement Date"). This Agreement shall automatically renew for successive one (1) year terms on the Commencement Date with the same terms and conditions as set forth herein unless terminated by either Party pursuant to Paragraph 8 of this Agreement or as may be amended. The Parties may modify the compensation, benefits or other terms of this Agreement upon written stipulation of the Parties for any renewed term.
3. Duties. Administrator is employed as the County Administrator of Sauk County pursuant to Wis. Stat. § 59.18 and shall render his/her services at the principal business offices of the County located at Baraboo, Wisconsin. As County Administrator of the County, Administrator has full responsibility and authority as defined in Wis. Stat. § 59.18, the County Code of Ordinances, and in the job description attached hereto as Exhibit A. The County Code of Ordinances and the attached job description may be amended from time to time by the County Board in its sole discretion, and Administrator may thereby be required to perform such duties as delegated to him by the County Board so long as such duties are consistent with the terms of Wis. Stat. § 59.18. Subject to other provisions set

forth herein, the County Administrator shall report to the Executive and Legislative Committee (or its successor in interest) ("E&L Committee").

Despite the fact that Administrator's employment is conditioned upon execution of this Agreement and subject to this Agreement, this Agreement does not purport to include all of the duties and obligations of Administrator when acting as the County Administrator.

4. Performance Evaluation. Annually, the County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, shall define goals and performance objectives for Administrator and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and performance objectives shall generally be obtainable within the time limitations specified, within the annual operating and capital budgets and appropriations provided by the County, and within the scope of authority of the position. Administrator shall have the opportunity to present his/her ideas prior to the reduction to writing of goals and objectives.

The County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, shall review and evaluate Administrator's performance within ninety (90) days of the Commencement Date. Thereafter, the County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, shall review and evaluate Administrator's performance at least once annually no later than November 1. Said review and evaluation shall be in coordination with specific criteria developed by the County and shall consider the above-referenced goals and objectives. Other evaluation criteria may be added to or deleted from time to time as the County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, determine. The County Board Chair and County Board Vice-Chair shall provide the E&L Committee with a copy of any performance evaluation completed for Administrator. The County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, shall provide Administrator with a written summary statement of the annual performance evaluation by the County Board Chair and County Board Vice-Chair, in coordination with the E&L Committee, and provide an adequate opportunity for Administrator to discuss his/her evaluation with the County Board Chair, County Board Vice-Chair, and the E&L Committee. This evaluation may be used by the County in determining increases in compensation for Administrator. In effecting the provisions of this Paragraph 4, the County and Administrator mutually agree to abide by the provisions of applicable law and the relevant County personnel policies.

5. Outside Employment.

- a. Sole Employment. Except as otherwise noted, the employment provided in this Agreement shall be Administrator's sole employment. Administrator agrees, at all times, to faithfully and industriously devote all necessary working time, ability, and attention to the business of the County during his/her employment with the County and perform all necessary and required duties of the County Administrator.
- b. Exceptions. Recognizing that certain outside employment opportunities provide indirect benefits to the County and the community, Administrator may elect to

accept limited teaching, consulting or other business opportunities outside of normal business hours of the County, provided that: (1) said engagement does not pose a conflict of interest, as defined under applicable law or County policies, with the position of County Administrator; (2) prior approval from the E&L Committee is obtained; (3) any such activity during normal business hours of the County, except when utilizing paid leave, shall also require prior written approval of the E&L Committee; and (4) no County resources are used in said endeavors, and no work is done or paid for by the County.

6. Compensation. As compensation for his/her services rendered pursuant to this Agreement, Administrator shall be entitled to receive the following:

- a. Salary. In consideration of performance of his/her duties as County Administrator, the County shall pay Administrator at the commencement of this Agreement a salary at the rate of One Hundred Thirty-Eight Thousand (\$138,000.00) per annum, effective on the Commencement Date (the "Salary") payable biweekly and in accordance with the County's payroll policies. Provided Administrator's performance is satisfactory, he/she shall be eligible for a two percent (2.0%) salary increase on the anniversary of the Commencement Date in each successive year of this Agreement over the prior year's salary. Any decision to deny a salary increase shall be based upon Administrator's performance and reasons therefor shall be provided in writing to Administrator by the County Board.
- b. Benefits. Except as otherwise provided herein, as County Administrator, Administrator shall be permitted to participate in any and all Employee Benefit Plans, including, but not limited to, health and medical insurance, paid holidays, group term life insurance, disability insurance, retirement plan contributions, and sick time as may be in effect for Department Heads of the County. Administrator shall receive two (2) weeks vacation as of the Commencement Date, and shall be credited as having twenty-two (22) years of service for purposes of vacation accrual. Administrator acknowledges that provision of these benefits by the County is subject to change at any time with or without notice by the County and that these benefits are provided solely at the County's discretion; however, the County agrees to provide benefits to Administrator consistent with benefits provided to Department Heads of the County.
- c. Moving Expense Allowance. The County shall reimburse Administrator for moving expenses up to One Thousand Dollars (\$1,000.00) incurred due to relocation to the County within six (6) months of the Commencement Date. Administrator shall provide sufficient documentation, as determined by the E&L Committee, for all moving expenses to be paid from the allowance.

7. Business Expenses. The County shall reimburse Administrator for all business expenses incurred in the performance of his/her duties under this Agreement in a manner consistent with the County-wide policies for reimbursing business expenses in effect at any relevant time. Consistent with the County's practices, an annual budget will be established for

Administrator's incurrence of necessary business expenses such as gas and mileage reimbursement of his/her automobile (excluding the cost of Administrator's commute to work), commercial travel needs, meals, lodging and registration for seminars, conventions, membership dues, and subscriptions to professional journals related to his/her work. The County shall pay Administrator's membership in the International City/County Management Association (ICMA) and Wisconsin County Executives and Administrators Association (WCEA).

8. Termination. Administrator's employment under this Agreement may be terminated as follows:

- a. By Administrator. In the event that Administrator decides to terminate his/her job as County Administrator before the expiration date set forth in this Agreement, he/she must terminate his/her employment by written notice and by giving the County thirty (30) days' advance notice, which notice shall be given to the County Board Chair. Administrator shall receive any compensation and benefits accrued to the date of termination, calculated in the same manner as Department Heads of the County and shall not be entitled to any compensation beyond the actual date of termination. The County Board, however, at its sole discretion, may elect to relieve Administrator of his/her duties under this Agreement prior to the expiration of the thirty (30)-day notice period, in which event the County shall pay continued compensation for the remainder of the thirty (30) days. Administrator shall not be entitled to any compensation beyond the actual date he/she ceases performing his/her duties as County Administrator under this Agreement.
- b. By the County Without Cause. The County Board, by majority vote of members present, may at any time, without cause, but for any lawful reason or for no reason, provided the removal is otherwise lawful, remove Administrator from the County Administrator position and may terminate this Agreement, subject only to the following notice provision: The County Board must provide Administrator with ninety (90) days' advance written notice of termination or, in the alternative, must pay Administrator continued compensation at the rate described in Paragraph 6 for the entire ninety (90)-day notice period. For example, if the County gives Administrator thirty (30) days' advance written notice of the termination, it must nonetheless pay Administrator the full ninety (90) days' continuing compensation; and if the County Board gives Administrator no advance written notice of termination, it must pay him/her ninety (90) days continuing compensation. Vacation and sick-leave time shall not accrue during any notice period provided herein.

The compensation provided during the notice period herein shall be considered a full and complete payment to Administrator and Administrator shall have no right, title or interest in or to any supplemental compensation, other payment under this Agreement that has not been earned, paid time off, or other compensation or benefit plan administered by the County. The County's obligation to pay the severance compensation to Administrator shall be conditioned upon Administrator executing

and delivering to the County a full, final, and complete release of any and all claims that Administrator may claim against the County, including, but not limited to, any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as determined by the County, in the County's sole discretion.

In the event the County gives Administrator advance written notice of termination as County Administrator, and Administrator requests to be released from his/her duties under this Agreement prior to the expiration of the advance notice, the County shall honor Administrator's request, in which case no continuing compensation will be paid to Administrator by the County.

- c. By County with Cause. Notwithstanding any other provisions of this Agreement, the County Board may terminate the employment of Administrator at any time "for cause," as defined herein. In the event that his/her employment is terminated for cause, Administrator will only be paid his/her compensation and benefits earned through the end of the payroll period in which he/she is terminated. Administrator is not entitled to the severance payment set forth in this Agreement in the event that the County Board, by majority vote of a quorum of the County Board, determines there is cause for immediate dismissal of Administrator.

For the purposes of this Agreement, "cause" for termination shall consist of any of the following types of conduct committed by Administrator:

- i. intentional misappropriation of County funds or assets, for personal or unauthorized use by himself/herself or others;
- ii. commission of an illegal act as defined by state or federal criminal statutes;
- iii. material failure to perform his/her statutory duties;
- iv. material breach of this Agreement;
- v. physical or mental illness incapacity as defined in this Agreement; or
- vi. three (3) repeated acts of unsatisfactory conduct, each of which act must have been the subject of a separate written notice to him/her by the County Board, by majority vote on each such notice.

In the event that the County Board wishes to terminate Administrator for cause, the County Board shall provide Administrator with a brief written statement of the grounds for termination for cause at least ten (10) days prior to the County Board meeting at which the County Board is scheduled to vote on the termination for cause. Administrator may appear at the County Board meeting at which the County Board is scheduled to vote on the termination for cause and present reasons as to why Administrator should not be terminated for cause. The County Board meeting at which the County Board is scheduled to vote on the termination for cause shall not be a formal hearing and the provisions set forth in Wis. Stat. Ch. 17 shall not apply. A decision of the County Board to terminate the County Administrator for cause is final. Administrator agrees that the processes set forth herein comply with all constitutional due process provisions and that he/she waives any claim of

additional due process protections or procedures in the event that he/she is terminated for cause.

d. Physical or Mental Illness Incapacity. This Agreement shall be terminable by the County, without notice, as a result of Administrator's incapacity due to physical or mental illness upon the earlier of either:

- i. the date when Administrator is eligible for coverage under the County's long-term disability insurance plan; or
- ii. the date when Administrator shall have been absent from his/her duties hereunder on a full-time basis for a period of ninety (90) consecutive calendar days. Administrator agrees that he/she waives any claim of accommodation under the state or federal disabilities law once he/she has been absent for the aforesaid ninety (90) days.

e. Death. Administrator's employment under this Agreement shall terminate as a result of his/her death. The designated beneficiary or beneficiaries shall be entitled to receive any due and owing compensation owed to Administrator. The rights under any County benefit plan and County programs shall be determined in accordance with the terms and provisions of such plans and programs.

9. Notices. Any Notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, with return receipt requested. Mailed Notices shall be addressed as follows:

If to the County:

Chairman of the Sauk County Board of
Supervisors
c/o Sauk County Clerk's Office
505 Broadway Street, Room 144
Baraboo, WI 53913

If to Administrator:

Mr. Brent R. Miller
c/o Sauk County Administrator's Office
505 Broadway Street
Baraboo, WI 53913

Either Party may change its address for notice by giving notice in accordance with the terms of this Paragraph 9.

10. Department Head. Administrator shall appoint and supervise all County Department Heads as set forth in Wis. Stat. § 59.18(2)(b). Notwithstanding the foregoing, Administrator may only remove a Department Head who was appointed by either Administrator or another County administrator. Except as otherwise specifically provided in this Agreement or by ordinance or resolution of the County Board, Administrator shall

be subject to all policies and procedures of the County which apply generally to Department Heads.

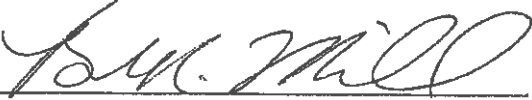
11. Appointments. Consistent with the terms of Wis. Stat. § 59.18(2)(c), Administrator shall have no appointment authority over any standing committee or special committee of the County Board.
12. General Provisions.
 - a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The state and federal courts of competent jurisdiction for Sauk County, Wisconsin, shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. The Parties hereby submit to the jurisdiction of those courts for purposes of any such suit or proceeding arising out of this Agreement, and waive any claim that any such forum is an inconvenient forum.
 - b. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by severance thereof.
 - c. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties hereto. This Agreement may not be assigned by Administrator.
 - d. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions or warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the Parties hereto.
 - e. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which taken together shall be considered one and the same instrument.
 - f. Drafting and Reliance on Counsel. This Agreement is the product of informed negotiations between the County and Administrator, and each acknowledge to have been represented by competent and informed counsel if either Party so elected representation by counsel. If any part of this Agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by both Parties.

SAUK COUNTY



By: Timothy McCumber, Sauk County Board of Supervisors Chairman

ADMINISTRATOR



Brent R. Miller