

# INDEPENDENT CONTRACTOR AGREEMENT

## Pro-Crisis INC.

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This Independent Contractor Agreement (this "Agreement") is made as of this 12th day of August 2020 (the "Effective Date") by and between Pro-Crisis Inc. (Contractor), a company, located at PO Box 833, Hudson WI 54016 and the Sauk County Health Department.

1. **Services.** Pro-Crisis Inc. shall provide to Sauk County Health Department Crisis Intervention Team Certification (CIT) training for Law Enforcement. CIT training is a 40-hour training course based on the Memphis Model of crisis training. Services include scheduling of all speakers required to meet the CIT core curriculum, site preparation, class coordination of the week, classroom material, acting and coaching services for 18 or a maximum of 24 students. Curriculum may be modified to accommodate social distancing and for Covid 19.

2. **Compensation.** In consideration for Pro-Crisis Inc. performance of the Services, Sauk County shall pay Pro-Crisis Inc. \$12,000 for one certification course with 18 students maximum and \$15,000 for 24 students maximum. In addition, Pro-Crisis Inc. will be paid within 60 days after receiving Independent Contractor's invoice if not sooner. Pro-Crisis Inc. will submit two invoices for payment.

3. **Expenses.** All costs and expenses incurred by Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor.

4. **Term and Termination.** Sauk County's engagement with Pro-Crisis Inc. under this Agreement shall commence on the Effective Date. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Pro-Crisis Inc. under this Agreement shall terminate upon the completion by Independent Contractor of the Services.

5. **Independent Contractor.** The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Sauk County. Sauk County shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture, or any other fiduciary relationship.

6. **Ownership of Work Product.** The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Independent Contractor. The Work Product is to be used only by Pro-Crisis Inc. Sauk County may not assign, transfer, lease or sublicense any Work Product to any person or entity without Independent Contractor's prior written consent.

7. **Insurance.** For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by

Independent Contractor or Independent Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement. Pro-Crisis Inc. will provide proof of such insurance upon the request of Sauk County. Pro-Crisis Inc. carries two million dollars in liability and errors and omissions insurance. Pro-Crisis Inc. will name Sauk County as an additional insured on the policies provided above.

8. Pro-Crisis Inc. agrees to indemnify, hold harmless and defend Sauk County, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, fees, and expenses of every kind, for damages to persons or property, including without limitation, claims arising out of State or Federal anti-discrimination laws, which either arise out of, in connection with, or occur during the course of this Agreement, where such liability is founded upon or grows out of the acts or omissions of Pro-Crisis Inc., or its agents or employees.

9. **Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Wisconsin, without regarding its conflicts of law provisions.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of Wisconsin.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the Parties.

13. **Amendments.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both Parties.

14. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

15. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

16. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to affect the terms of this Agreement.

17. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

18. **Late Cancellation by Sauk County:** If Sauk County deems necessary to cancel the class due to the Covid 19 pandemic less than 2 weeks prior to the class (class date to be determined), Sauk County will be

deemed to forfeit 10% of the full amount of the contract. Pro-Crisis Inc. will refund any prepaid payments, less 10% cancellation fee, within 10 business days of the cancelation of the class.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.



Patricia Hecht-Kressly  
President, Pro-Crisis Inc



Representative of Sauk County Health  
Dept.

TIM LAWTHER, HEALTH OFFICER  
9/4/2020