

CONSULTANT SERVICES AGREEMENT

This Agreement, by and between the Stephanie Armbrister Strutner, dba Catalyst Evaluation Group, located at 1937 Piperton Lane, Knoxville, TN 37931 (hereinafter, "Consultant") and Sauk County ("County", representing Sauk County Public Health) with a principal place of business at 505 Broadway, Ste. 372, Baraboo, WI, 53913), is for coalition training and consulting services.

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Services: Consultant shall provide the services described below:

With advanced knowledge of coalition development, training, and implementation, Mrs. Strutner will support the coalitions facilitated by Sauk County Public Health by implementing trainings, coaching employees, and consulting coalitions on implementation.

Responsibilities of the Consultant include:

1. Monthly virtual facilitated training (1.5 hours per month);
2. 1:1 Consulting at 4 hours per month over the course of 4 weeks with project staff; and
3. Training preparation, including slide development, activity building, worksheet development, and handout development.

2. Compensation: In consideration of the completion of the SERVICES, the County shall pay the Consultant as follows:

- (a) \$17,250 paid in full, due upon invoice

This agreement will remain in effect until all services are rendered, ending on April 30, 2023 unless terminated in writing by mutual agreement pursuant to the terms of this contract.

The compensation specified shall constitute the Consultant's entire compensation under this Agreement, exclusive of all expenses unless on-site travel is requested. It is understood and agreed that Consultant shall not receive any additional compensation unless this agreement is amended.

3. Payment Procedure: Consultant shall submit two invoices, one for consulting and one for training, for one year in full. Invoices will be paid within 60 days of receipt.
4. Term: This Agreement shall be effective upon signing by both parties, and shall continue until the completion of the SERVICES or the termination of this Agreement in writing, requiring a 90-day written notice.
5. Records: During the term of this Agreement, and for a period of three (3) years following the termination thereof, the Consultant shall maintain books and records supporting all projects under this Agreement. The County shall have reasonable access to such records as required.
6. Confidential Information: The Consultant acknowledges that in the performance of this Agreement, Consultant may have access to confidential and propriety information of the County, including, but not limited to, membership information and evaluation reports and

other confidential information. Consultant agrees that during the term of this Agreement and thereafter, Consultant shall not disclose such Confidential Information to others, and shall not use the Confidential Information except as necessary to carry out obligations under this Agreement. Upon termination of this Agreement, the County shall immediately return copyrighted material provided to the County by the Consultant.

7. Materials: Consultant data collection and analytical materials may include materials in printed, diskette, electronic or other forms. Consultant retains any and all right, title and interest, including copyright, in and to the Consultant materials. Consultant materials (including the copyrighted database) may be used only in connection with providing SERVICES under this Agreement, and may not be otherwise copied, reproduced, downloaded on a computer, or distributed to third parties. Upon completion of the SERVICES or termination of this Agreement, whichever occurs first, the County shall immediately return all existing copies or partial copies of the Consultant materials to Consultant, and, if applicable, remove them from the County's computers, and shall certify to Consultant that all copies or partial copies have been returned or destroyed.
8. Property: The reports and data developed under this agreement described shall become the sole property of the County.
9. Termination: Either party may terminate this Agreement at any time for cause, including but not limited to unsatisfactory performance so long as termination is provided in writing 90-days in advance. In the event of termination, neither party shall have no further liability under this Agreement.
10. Hold Harmless: Sauk County agrees to hold harmless, indemnify, and defend Consultant, and its officers, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorney's fees and expenses, arising out of, or relating to the performance of the SERVICES by Consultant.
11. Independent Consultant Relationship: The parties agree that Consultant is and shall be deemed at all times an independent Consultant and not an employee, agent or representative of the County. The parties further agree that neither party shall be liable for any obligations incurred by the other party.
12. Taxes: All income and employment taxes are the responsibility of the Consultant. Nothing in this Agreement shall impose any tax liability upon the County, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by the Consultant. Consultant understands and agrees that the County shall not withhold from Consultant's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to Consultant under this Agreement, and that Consultant will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state, or local, which are legally required to be paid in connection with such payment.
13. Conflicts of Interest: The Consultant affirms that there exists no actual or potential conflict

between the Consultant's family, business, or financial interests and the performance of SERVICES under this Agreement. The Consultant will notify the County of all changes in any of such interests during the term of this Agreement and any amendments thereto.

14. Representations and Warranties: Consultant represents and warrants that any Consultant materials used under this Agreement will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation, and will not contain any libelous or other unlawful matter.
15. Enforceability: If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.
16. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.
17. Headings. The captions and headings are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.
18. Waiver. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by Consultant and the County.
19. Drafting. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter or drafter(s) of this Agreement.
20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that Consultant may not assign any right or obligation under this Agreement without the County's prior written consent.
21. Authorized Persons. The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the County and Consultant.
22. Amendments: This Agreement constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.
23. Insurance. During the term of this Agreement, Consultant shall, at Consultants sole cost, maintain the following insurance:

Comprehensive General Liability Limits:	\$1,000,000 bodily injury/ property
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damage.

Excess Umbrella Liability Limits: \$1,000,000.

Worker's Compensation (if statutorily required):

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer’s Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

24. Notices. Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Sara Jesse
Sauk County Public Health
505 Broadway
Baraboo, WI 53913

Consultant: Stephanie Armbrister Strutner
1937 Piperton Lane
Knoxville, TN 37931

25. **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin and venue for any such action shall be in the Sauk County Circuit Court.

26. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.



Consultant Signature

Stephanie Armbrister Strutner

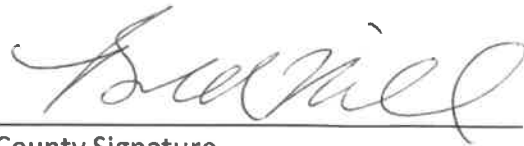
Printed Name

Consultant, Independent Consultant

Title

January 19, 2022

Date



County Signature

Brent Miller

Printed Name

Sauk County Administrator

Title

2/1/2022

Date