

AGREEMENT BETWEEN SAUK COUNTY, WISCONSIN
AND BRIAN KASKIE, PHD, FOR A
SAUK COUNTY OLDER ADULTS NEEDS ASSESSMENT

THIS AGREEMENT made the by and between Brian Kaskie, Phd., hereinafter called the Consultant, and Sauk County, Wisconsin, hereinafter called the County.

WHEREAS, the Consultant submitted a proposal, dated September 12, 2024, to the County to Sauk County older adults needs assessment; and

WHEREAS, the County selected the consultant to perform this study.

NOW, THEREFORE, the parties (the County and the Consultant) do mutually agree to the following:

The County shall engage the consultant to perform the work described in the County's Request for Proposals for this project and the Consultants proposal of September 24th, 2024 referred to as the Project, which are incorporated herein by reference.

The Project shall be undertaken and completed in such sequence as to assure the expeditious completion of the Project and by the best means necessary to carry out the purposes of the agreement.

The Consultant agrees to complete the project for a total compensation of forty-nine thousand and ten dollars (\$49,010) for Sauk County Older Adults Needs Assessment. Compensation is to be paid upon completion of the Project. The County shall remit payment within forty-five (45) days of receipt of said billing.

In consideration of this agreement, the County agrees to:

- Assure reasonable access to the members of the organization, i.e., County Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. The County Ownership and Proprietary Information - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the County. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the County by consultant upon request.
2. Nondiscrimination – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any

manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.

3. Termination and Suspension

- a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
- b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform within 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
- c. In the event of termination, the Consultant will be paid by the County for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination upon request by the County.

4. Successors and Assigns- The County and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of its interest in this Agreement without the written consent of the County shall be void.

5. Compliance with Law – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

6. Amendment of Agreement – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.

7. Indemnification Clause –For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the County for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from work performed on behalf of the County in evaluating and developing the compensation and benefit plan.

Consultant hereby agrees to indemnify, defend, and hold County harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages, including reasonable attorneys' fees, costs, and expert witnesses' fees of County in defending any action arising out of or in connection with any claim that, arising out of the work of Consultant and any subcontractors hereunder.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the County.

8. Whole Agreement – This agreement constitutes the entire agreement between the County and the Consultant. Any modification must be in writing and approved by the County and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written agreement.

9. Independent Contractors – The Consultant and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Nothing herein shall be construed as incurring for the County any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the County if the County and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. Subcontract – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the County.
11. Parties agree to be bound by the terms and conditions in the attached Exhibit A.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

Brian Kaskie

Sauk County, WI

Brian Kaskie, PhD.

Date

Date