

INDEPENDENT CONTRACTOR AGREEMENT
[DOOR COUNTY HUMANE OFFICER]

This Agreement is entered into this ___ day of _____, 2023, between the County of Door, a Body Corporate ("County"), and _____, ("Contractor").

WHEREAS, County desires to secure and retain the services of Contractor to exercise the powers and perform the duties of Humane Officer under Chapter 173 Wisconsin Statutes and Chapter ATCP 15 Wisconsin Administrative Code; and

WHEREAS, Contractor desires to exercise the powers and perform the duties of Door County Humane Officer.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement shall become effective on _____, 2023 and shall terminate upon Contractor's resignation or County's termination of Contractor's appointment as Door County Humane Officer.
2. During the term hereof, County hereby engages Contractor and Contractor hereby agrees to serve as Door County Humane Officer.
3. County agrees to pay Contractor, as compensation for its services hereunder, the sum of _____ dollars (\$ ____) per hour plus approved expenses. Payment shall only be made for services actually and satisfactorily performed.

Payment shall be made periodically, on the basis of statements rendered. Upon termination of this Agreement, County will pay to Contractor all amounts owing to Contractor for services satisfactorily performed and approved expenses to the date of termination.

4. Contractor shall act as an independent contractor in exercising the powers and performing the duties contemplated by this Agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
5. Contractor holds itself out as an independent contractor. Contractor is a separate and independent enterprise from the County, has a full opportunity to find other business, and has made its own investment in its business, trade or profession.
6. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out the services contemplated hereunder.
7. Contractor shall provide, perform and complete all services contemplated by this Agreement in a proper manner, consistent with the highest professional standards.

8. Contractor warrants and represents that it is sufficiently experienced and competent to exercise the powers and perform the duties in full compliance with and as required by or pursuant to this Agreement.
9. Contractor will furnish the County with an annual report, in such form as the County may require, of its activities under this Agreement.
10. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the services in full compliance with and as required by or pursuant to this Agreement.
11. Contractor shall not assign this Agreement in whole or in part. Contractor shall not assign any of its rights or obligations under this Agreement. Contractor shall not assign any payment due or to become due under this Agreement.
12. During the full term of this Agreement Contractor shall, at its sole cost and expense, maintain a policy or policies of insurance as follows:
 - a. *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss) with three million dollars (\$3,000,000) annual policy aggregate. This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Contractor under this Agreement.
 - b. *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - c. *Workers Compensation*: If and as required by the State of Wisconsin.

County shall be named an additional insured.

Contractor shall provide County certificates of insurance evidencing such insurance coverage and additional insured endorsement(s).

13. Contractor agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, and suits resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. Contractor acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.
14. County agrees that it shall protect, indemnify, and hold harmless the Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, and suits resulting from the negligence or fault of the County or the County's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement.

15. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County.
16. During the term of this Agreement the Contractor shall comply with the applicable state and/or federal labor standards.
17. During the term of this Agreement the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
18. During the term of this Agreement the Contractor shall comply with all applicable affirmative action mandates.
19. During the term of this Agreement the Contractor shall comply with all applicable equal employment obligations.
20. Contractor shall not assign this Agreement in whole or in part. Contractor shall not assign any of its rights or obligations under this Agreement. Contractor shall not assign any payment due or to become due under this Agreement.
21. This Agreement and the rights and obligation of County and Contractor under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
22. Contractor must be cognizant of and shall abide by all applicable federal, state, and municipal laws, ordinances, rules and regulations which are now in effect or are hereafter promulgated.
23. This Agreement is subject and subordinate to all applicable federal, state, and municipal laws, ordinances, rules and regulations which are now in effect or are hereafter promulgated.
24. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin.
25. County reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the County Board, the State of Wisconsin, or the Federal Government.
26. Either party may terminate this Agreement at any time, for any or no reason, and without penalty, upon forty five (45) days prior written notice to the other party.
27. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
28. County and Contractor represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of County and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

29. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.
30. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Contractor.
31. This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed this ____ day of _____, 2023.

(Contractor)

Accepted and Agreed this ____ day of _____, 2023.

Ken Pabich
Door County Administrator

Approved as to form this ____ day of _____, 2023.

Sean Donohue,
Door County Corporation Counsel