

# WISCONSIN INDEPENDENT CONTRACTOR AGREEMENT

**I. The Parties.** This Agreement is made between Sauk County ("Client") with a mailing address of 505 Broadway, City of Baraboo, State of Wisconsin, and Gary S. Rehfeldt ("Contractor") with a mailing address of 10678 West Oak Ridge Rd, Evansville, 53536, State of Wisconsin.

WHEREAS the Client intends to pay the Contractor for services provided, effective February 21, 2020, under the following terms and conditions:

**II. Scope of Work.** The Contractor agrees to perform the following: All manner of representation under the auspices of the Sauk County Corporation Counsel office representing the Sauk County as Interim Corporation Counsel. Contractor will work with Sauk County to fulfill Public Records Requests.

Hereinafter known as the "Services".

**III. Payment.** In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor at the rate of \$200.00 per hour as invoiced bi-weekly plus mileage at the IRS rate on an itemized statement provided by Contractor to Client.

The Contractor agrees to be paid on a bi-weekly basis.

**IV. Malpractice Insurance:** The Contractor agrees to bear all responsibility for the actions related to themselves under this Agreement. In addition, the Contractor agrees to maintain professional malpractice coverage in an amount dictated by the State Bar of Wisconsin.

**V. Option to Terminate.** The Client and Contractor shall: (check one)

X - Have the option to terminate this Agreement at any time. It is understood that Contractor may withdraw from representing Client for any good cause and pursuant to SCR 20:1.16 which includes, but is not limited to the following: Client's failure to make timely payment of fees and/or costs; Client's misrepresentation or failure to disclose material facts to Contractor; or Client's failure to follow Contractor's advice. Client further agrees that if Client discharges Contractor, or if Contractor withdraws from representing Client for any reason, including the non-payment of fees and costs as they are due under this contract, Client will remain responsible for all fees, costs and expenses actually incurred under this contract and will make payment in full.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others.

**XI. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required

by this Agreement will be performed. The Services required by this Agreement shall be performed by Attorney Gary S. Rehfeldt.

**VII. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that Attorney Gary S. Rehfeldt shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**VIII. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes.

**IX. Unemployment Compensation.** The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**X. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XI. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

**XII. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client. Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client.

**XIII. File Ownership/Retention.** Contractor and Client agree that all files, documents, and/or attachments relating to the same are the sole and exclusive property of Client. Contractor shall have right to retain copies subject to any rules of confidentiality and professional conduct. It is

also recognized that Contractor may possess files from time to time, but ultimate storage of the same shall be had within Corporation Counsel Office.

**XIV. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**XV. Governing Law.** This Agreement shall be governed under the laws in the State of Wisconsin.

**XVI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XVII. Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

**XVIII. Entire Agreement.** This Agreement, **along with Attachment A, which is incorporated by reference**, represents the entire Agreement between the parties. Therefore, this Agreement supersedes any prior Agreements, promises, conditions, or understandings between the Client and the Contractor.

Client's Signature

Date

3/10/2020

Print Name: Sauk County

Contractor's Signature

Date

2/25/20

Print Name: Gary S. Rehfeldt, Interim Corporation Counsel

ATTACHMENT A

Mr. Peter Vedro  
Chairman - Sauk County Board of Supervisors  
Baraboo, WI 53913

Dear Mr. Vedro;

Attached please find my resume detailing my experience in a number of Corporation Counsel's Offices in the State of Wisconsin. By this letter I should like to highlight some of my experiences that will make me an effective Interim Corporation Counsel for Sauk County.

I am a graduate of the University of Wisconsin Law school, receiving my JD in 1991 and practicing law continuously until my retirement from the Dane County Corporation Counsel's Office in 2017. I have maintained my law license and completed the Continuing Legal Education requirements for the 2019 reporting year.

As an Assistant Corporation Counsel in Walworth County, I was twice Acting Corporation Counsel during my tenure there of almost 10 years. Walworth County is similar in size to Sauk County and in that office, I faced just about every issue that presents itself to a county and did a little bit of everything.

On multiple occasions I worked closely with the Wisconsin County Mutual Insurance Company while in Walworth County and am familiar with their staff, adjusters, attorneys they hire and practices. During my private practice I also defended cases for counties through WCMIC, including in both federal and state court.

While in Dane County, I started doing general corporation counsel work and ended up working largely in the juvenile area. I also advised the highway department and assumed responsibility for one case that I took all the way to Wisconsin Supreme Court on which I prevailed and saved Dane County \$75,000.

I would expect to be able to be on site for 2-4 days per week, depending on need. For work with Sauk County my hourly rate would be \$200 per hour including travel time and 50 cents per mile travel expense. I will also require a Sauk County smartphone, e-mail address and a computer in the office with access to either Westlaw or Lexis legal research software and a County Staff Directory.

I plan on attending the Executive and Legislative Committee meeting on Wednesday, Feb. 19<sup>th</sup> at 4:30 p.m. as well as the County Board meeting following shortly thereafter.

Sincerely,

/s/

Gary Rehfeldt - State Bar No. 1000946