



WINDOM COMMUNITY COUNCIL
CONSULTANT AGREEMENT
WITH
INDEPENDENT CONSULTANT

This consultant agreement (hereinafter "Agreement"), entered into on the **DATE**, between **CONTRACTOR** (hereinafter "Consultant") and the Windom Community Council, a Minnesota nonprofit corporation (hereinafter "WCC"), to support the organization's mission to build community ties, maintain community stability and enhance the social and economic wellbeing of the neighborhood.

WHEREAS, WCC and the Consultant wish to enter into an agreement in which the Consultant will perform certain work and provide certain services in relation to implementation of the mission-related work of the organization;

NOW THEREFORE the Parties agree as follows:

1. **Term.** The period of performance is from **DATE** through **DATE** unless terminated earlier.
2. **Scope of Work.** The STATEMENT OF WORK to be performed by Consultant is attached hereto and herein incorporated by reference.
3. **Compensation.** In consideration for performing work and providing services, WCC agrees to pay Consultant in the manner outlined in the Scope of Work and pursuant to the terms of this Agreement. The total compensation under this Agreement shall not exceed **CONTRACTED AMOUNT** unless otherwise modified in writing by both Parties.
4. **Method of Payment.** Payment will be made to Consultant only after receipt of an invoice and any and all documentation required under the Agreement.
 - a. **STATEMENT OF WORK.** Eligible expenses include those allowable expenses incurred during the performance period which are consistent with the attached Scope of Work and Services.
 - b. **Frequency.** Payment for professional services and allowable expenses will be processed bi-monthly. Invoices are due no later than the 5th day and 20th day of the following month for review and approval by the Executive Committee.
 - c. **Documentation.** Invoices must include a brief description of services provided per hour billed. Allowable expenses must be substantiated with receipts.
 - d. Consultant will also submit any other documents requested by WCC that may be necessary to comply with Generally Accepted Accounting Practices or state or federal laws.
 - e. Invoices and supporting documents shall be submitted electronically to the following individuals:

WCC President, Vice-President, Secretary, Treasurer, At-Large Member – Name and Email

WCC may provide updated information for payment processing from time to time and will do so via written notice (email).

- f. Preliminary requirements. Consultant will submit a completed and signed IRS form W9. Payments cannot be issued until all documentation is provided.

5. Performance of Work and Services.

- a. It is agreed by both parties that the Consultant has full control over the manner and means through which services will be performed, subject to meeting the standards required by WCC, as defined in the attached Statement of Work.
- b. The Consultant warrants that no other agreement is violated by performing these services.
- c. The Consultant agrees that services not meeting the standard of WCC will be corrected.
- d. The Consultant warrants that no laws will be violated in performing any services.
- e. The Consultant guarantees that he is competent to carry out the services which he has undertaken in the Agreement. Any material misrepresentation shall lead to immediate termination of the Agreement.

6. Independent Contractor.

This Agreement shall not render the Consultant an employee, partner, agent of, or joint venture with WCC for any purpose. The Consultant is and will remain an independent contractor in relationship to WCC. WCC will not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant will have no claim against WCC hereunder or otherwise for vacation pay, sick leave, retirement benefits, insurance benefits, normal transportation expenses, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- a. Insurance. Consultant is responsible for the following and will not be eligible for claims on WCC's insurance policy:
 - i. Automobile Insurance. Consultant is required under this Agreement to maintain personal auto liability insurance coverage and must provide WCC a copy of their insurance declaration page.
 - ii. Worker's Compensation. Consultant certifies that he has no employees and will not have any during the life of the Agreement, and will not engage any assistants/subcontractors in providing services under this Agreement.
 - iii. General Liability. Consultant assumes full responsibility for any and all damages that occur as a result of this Agreement.
 - iv. Professional Liability Insurance. Consultant assumes full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.
- b. Tools and Equipment. The Consultant shall supply all equipment or tools or instruments needed to perform the services under this Agreement except as occasionally required. For data security and monitoring purposes WCC equipment may at times be loaned to Consultant.
- c. Non-exclusivity. The Consultant's relationship to WCC is non-exclusive and Consultant is free to engage in other work for other entities.
- d. No Agency. Consultant (including its officers, directors, employees and volunteers, if any) shall not hold itself out as agent, representative or employee of WCC under any circumstance.

7. Copyrights & Intellectual Property. The Parties expressly agree that any work commissioned by WCC which creates tangible or intangible property as a result of this Agreement is a work made for hire and that all copyrights vest in WCC. The Parties expressly agree that all ideas, know-how, data (including study results), and other intellectual property generated by WCC or commissioned by WCC through this Agreement will be the sole and exclusive property of WCC.

8. **Confidentiality.** During the period of performance Consultant may have access to private or confidential information owned or controlled by WCC. This information may include records, processes and specifications owned/licensed or used by WCC in connection with the operation of its business including, without limitation, processes, procedures, policies, methods, list (of members, donors, vendors, customers, etc, collectively “WCC Information”). Consultant and its agents and employees will:

- a. Use a reasonable degree of care to keep confidential any and all WCC information (not less than the same degree of care which the Consultant used to protect its own proprietary and confidential information);
- b. Obtain WCC’s prior written approval before copying, publishing or disclosing any WCC Information to others, and will not authorize anyone else to copy, publish or disclose it to others, without WCC’s prior written approval;
- c. Apply this standard to any press releases or disclosures to other media outlets;
- d. Only make use of WCC Information for the purpose of performing Consultant’s obligations under this Agreement; and,
- e. Agree to return any WCC Information to WCC whenever requested.

9. **Indemnification.** Consultant will indemnify, defend and hold harmless WCC (including its officers, directors, employees and volunteers) against any demands, claims, damages to persons or property, losses and liabilities including reasonable attorney’s fees (collectively “Claims) arising out of or caused by Consultant’s (including its officers, directors, employees and volunteers acting on its behalf) acts or omissions in the execution, performance or failure to adequately perform Consultant’s obligations under this Agreement. Consultant will not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

10. **Liability.** To the extent provided by law, each Party shall be liable for its own acts (including the acts of its officers, directors, employees and volunteers – if any – acting on behalf of the Party). In the event of any Claims arising out of the negligence of both the Consultant and WCC, each party shall be responsible (including reasonable attorney’s fees and cost) based upon its proportionate share of negligence.

11. **Authorized Representatives.**

WCC’s authorized representative:

WCC President
Street Address
Minneapolis, MN 55419
email

Consultant:

Contractor Name
Home Street Address
City, State Zip code
Mobile Phone
Email

12. **Trademark and Other Property.** The WCC name, and all logos, websites, member lists, and all other documents or materials are the exclusive property of WCC. Contractors may not use WCC trademark or materials without the express written permission of WCC.

13. **Other Terms.**

a. Entirety & Amendment. This document contains the complete agreement between the parties and supersedes any prior oral or written agreements or warranties between the Parties.

b. Default. Consultant's failure to comply with the terms and provisions of the Agreement will constitute a default. Upon default, Consultant will have a reasonable time to cure the default. WCC will have the right to see administrative, contractual or legal remedies. Also, WCC will be entitled to recover all costs, expenses, and reasonable attorney's fees in obtaining specific performance or any other remedies as allowed by law. The election of one remedy will not constitute a waiver or any other available remedies.

c. Severability. If any term of this Agreement is severed as invalid or unenforceable by a court of competent jurisdiction, then that term will be deemed valid to the greatest extent possible and the remainder of this Agreement will continue as valid and enforceable.

d. Choice of Law and Forum. The Parties agree this Agreement is governed by the laws of Minnesota and applicable Federal Laws and that any dispute in which the direct negotiations fail will be finally resolved in a court of competent jurisdiction in the state of Minnesota.

e. Assignability. This Agreement may not be assigned without the express written consent of WCC. If the Agreement is assigned, all provisions of the Agreement will be binding on the successors or assigns.

f. Waiver. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.

g. Termination. Either party may terminate this Agreement early at any time by providing thirty (30) days written notice to the other Party of intent to terminate. If Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of WCC, is guilty of serious misconduct in connection with performance under this Agreement, or materially breaches provisions of this Agreement, then WCC at any time may terminate the engagement of the Consultant immediately and without prior written notice. If this Agreement is terminated WCC will timely pay the final invoice for satisfactory work completed prior to termination.

14. **Renewal.** This Agreement may be renewed by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first stated above.

WINDOM COMMUNITY COUNCIL

CONTRACTOR FULL NAME

By: WCC Board Representative
Its: President

Consultant