

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF SHEBOYGAN AND ANGELA WESSELS, LLC**

This Agreement (“Agreement”) is made and entered into effective date January 1, 2025 (the “Effective Date”), by and between the City of Sheboygan, Wisconsin, a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081 (“City”) and Angela Wessels, LLC, a Wisconsin limited liability company with principal offices located at N1975 DeWitt Road, Oostburg, Wisconsin 53070 (“Practitioner”).

WHEREAS, City desires to provide mental health training and oversight for a Sheboygan Fire Department (“SFD”) peer support team, which will serve as “first-line” support for SFD staff; and

WHEREAS, Practitioner is skilled and trained in crisis intervention and response and is willing to train a SFD peer support team as well as offer broader mental health awareness and training to SFD; and

WHEREAS, the Parties desire to enter into an Agreement for the provision of mental health training and oversight of the SFD peer support team.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions as set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES.** Practitioner shall provide mental health training and oversight to the SFD peer support team, which shall include at least two on-site meetings with the SFD peer support team and shall provide yearly mental health training for SFD employees. Practitioner shall be present at Practitioner’s premises or at such location as SFD reasonably agrees or requests at mutually agreed upon times for the purpose of providing services. Practitioner shall provide educational content at mental health trainings for the SFD peer support team and SFD employees. Practitioner shall timely communicate with SFD and shall be accessible to peer support team members for questions or concerns during reasonable times or upon reasonable notice.

Practitioner’s responsibilities do not include mediating conflict, advising general management strategies, disciplining employees, or advising on internal business practices. Practitioner shall maintain appropriate licensure and credential at all times relevant to this Agreement. If Practitioner’s licensure or credentials lapse for any reason, Practitioner shall immediately notify City. Practitioner shall provide services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances and shall abide all professional ethical standards for Licensed Professional Counselors as set forth by the Wisconsin Department of Safety and Professional Services (Chapters MPSW 1-20, Wis. Admin. Code), and the American Counseling Association. The parties acknowledge that Practitioner’s duty of confidentiality is limited such that, if in Practitioner’s professional judgement, Practitioner believes imminent harm or the abuse of a minor or vulnerable adult is, or is about to occur, Practitioner has a duty to disclose such information to law enforcement or to appropriate parties.

- a. **SERVICES TO SFD EMPLOYEES.** Practitioner may provide counseling services to SFD employees desiring to enter into a client/counselor relationship with Practitioner. Such

services are outside the scope of this Agreement and shall be the client's sole financial responsibility.

- b. **PERMANENT EXCLUSION FOR CERTAIN ADDITIONAL SERVICES.** Due to Practitioner's involvement in providing their services pursuant to this Agreement, City will not ask Practitioner and Practitioner will not solicit or otherwise offer to complete fitness for duty assessments or psychological evaluations. This provision shall survive Agreement termination.
2. **CITY RESPONSIBILITIES.** City agrees to provide Practitioner SFD employee names, ranks, and years of service; to generally promote mental health awareness and the benefits of mental health services for first responders and emergency personnel; to coordinate, host, and promote mental health trainings for SFD employees; to provide SFD staff and their families with access to a peer support team that will provide first-line crisis response including support for any imminent safety concern or other crisis suffered in the course of SFD duties.

City will grant Practitioner access to ride-along with SFD staff upon Fire Chief approval, which may be rescinded for any reason based on the Fire Chief's professional judgment. When Practitioner desires materials, supplies, and/or facility access for mental health trainings, City agrees to provide same upon request made in advance to the Fire Chief or their designee. Such approval will depend upon SFD budgetary constraints.

The City's peer support team will be under the leadership of SFD and agrees to confer with the Fire Chief whenever a peer support team member believes that relief from duty is appropriate. The Fire Chief, in their professional judgment and/or upon consultation with the Human Resources Director, shall have sole discretion whether to relieve a SFD employee from duty for mental health reasons.

3. **TERM AND TERMINATION.** This Agreement shall be effective January 1, 2025 and shall automatically renew for successive one-year periods unless sooner terminated by either party. Either party may terminate this Agreement prior to expiration by providing at least 60 days' written notice of intent to terminate in accordance with the terms of this Agreement. This Agreement shall terminate immediately if Practitioner's licensure or credentials lapse for any reason or if Practitioner fails to fulfil their contractual obligations as set forth herein. City agrees to pay Practitioner for actual services rendered prior to termination. Practitioner agrees to maintain their usual and customary level of service during the 60-day termination notice period.
4. **APPROPRIATION OF FUNDS.** Pursuant to Wis. Stat. § 65.06(1), notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.
5. **INDEPENDENT CONTRACTOR STATUS.** During the term of this Agreement, Practitioner shall be an independent contractor, and in no event shall any of its personnel, agents, or sub-contractors be construed to be, or represent themselves to be, employees of the City or be authorized

to act on the City's behalf. Practitioner shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

6. **COMPENSATION AND BILLING.** Practitioner shall be compensated \$2500 for services rendered in 2025. Compensation for subsequent years shall be determined upon party agreement confirmed in writing prior to incurring expenses. Practitioner shall submit invoices to the City not more frequently than monthly. City shall pay invoices within 45 days of receipt. Practitioner is responsible for all expenses related to provided professional services pursuant to this Agreement, including but not limited to any materials utilized, continuing education, or professional licensing fees.
7. **NOTICE.** Any notice required by this Agreement shall be made in writing to the individuals/ addresses specified below. Nothing contained in this Section shall be construed as restricting the transmission of routine communications between parties by electronic mail or other means.

To the City:

City of Sheboygan
Attn. Chief Montellano
1326 N. 25th St.
Sheboygan, WI 53081

To Practitioner:

Angela Wessels, LLC
N1975 DeWitt Road
Oostburg, WI 53070

With Copy to:
City of Sheboygan
Attn. City Clerk
828 Center Ave.
Sheboygan, WI 53081

[This section intentionally left blank]

8. **INSURANCE.** Practitioner shall maintain the following insurance in full force and effect and shall provide proof of insurance to the City listing "City of Sheboygan" as an additional insured with respect to the General Liability policy. The proof of insurance referenced above shall contain an original signature and require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin

828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

Commercial General Liability:	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Professional Liability:	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate
Workers' Compensation Insurance:	Statutory Limits (as applicable)

9. **INDEMNIFICATION.** To the extent permitted by law, Practitioner agrees to defend and hold the City harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from any claim whatsoever related to the performance of Practitioner's services pursuant to this Agreement. Practitioner shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

10. **CONFIDENTIALITY AND RECORDS RETENTION.** Practitioner acknowledges that Wisconsin public records laws govern the retention, disposal, and public release of records. Practitioner acknowledges that they are obligated to assist the City in retaining and producing records to satisfy City's legal obligations and that this obligation survives Agreement termination.

Practitioner shall be responsible for the creation and maintenance of usage records relating to peer support team oversight. Such records shall be general/ non-specific in nature and shall comply with Practitioner's duty to maintain confidentiality as required by applicable laws and regulations. Practitioner's records shall include documentation of time spend performing their services and tracking the general issues and concerns addressed in a categorical manner. Practitioner shall meet with the Fire Chief at least annually to review these records in order to determine the hours needed to effectively oversee the peer support team.

11. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

12. **CONFLICT OF INTEREST.** Practitioner declares that they have no present interest, nor shall Practitioner acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement.

13. **WAIVER.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be deemed a waiver of any other term or breach thereof.

14. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
15. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Practitioner.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
17. **AUTHORITY.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, City, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

ANGELA WESSELS, LLC

BY: _____

BY: _____

Ryan Sorenson, Mayor

Angela Wessels, Officer

ATTEST: _____

Meredith DeBruin, City Clerk

DATE: _____

DATE: _____