

MISSOULA COUNTY INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into by and between Missoula County, a political subdivision of the State of Montana, hereinafter referred to as “the County”, and **Abigail Rogers Law, PLLC** hereinafter referred to as “the Contractor”, identified as follows:

Independent Contractor Name: Abigail Rogers Law, PLLC
Principal Contact: Abigail Rogers
Mailing Address: 234 E. Pine St., Missoula, MT 59802
Telephone Number: (406) 303-3671
E-mail Address of Principal Contact: arogers@abigailrogerslaw.com
Independent Contractor Certificate Number: 3654561IC

Identification Number on IRS Form W-9 as provided by law: 84-2414433

1. Purpose

The County desires to obtain the expertise and effort of the Contractor and the Contractor is willing to perform work for the County upon the terms and conditions set forth in this Agreement. Therefore, County and Contractor agree as follows.

2. Independent Contractor

The Contractor shall provide and maintain an Independent Contractor Certificate from the Montana Department of Labor and Industry as provided in Section 39-71-417 MCA. Contractor shall provide a copy of the Certificate at the time the Agreement is signed and shall promptly notify County of any change in status of Contractor’s Certificate.

Contractor is engaged in an independently established trade, occupation, profession or business. The parties agree Contractor is an independent contractor and not an employee or agent of Missoula County. Contractor shall not be entitled to workers’ compensation or other benefits of employment with County. Contractor will perform or provide its services free from the supervision, direction or control of the County except to specify the time and place of performance. County will not be responsible for the provision, security or protection of Contractor’s supplies or equipment.

Contractor shall be responsible for payment of all taxes arising out of the Contractor’s activities provided under this Agreement, including but not limited to, federal, and state income tax, social security tax, unemployment insurance tax and any other taxes or business license fees as may be required by law.

If required by the laws of this State, the Contractor shall maintain in full force and effect a policy of workers’ compensation insurance covering the Contractor during the term of this Agreement. If workers’ compensation insurance is required by the laws of this State, proof of insurance shall be required from the Contractor by the County as part of this Agreement.

3. Required Work or Product

The Contractor shall provide the specific services or tasks or work products as shown in the attached Exhibit A, which lists the scope of services relating to this Project. By this reference, Exhibit A is made a part of the Agreement.

4. Performance Schedule and County Assistance

Contractor shall commence performance of this Agreement on the 5/1/2021 and shall complete performance of this Agreement by the 9/31/2021.

Missoula County Justice Court will provide a regular court docket for the ROAD Treatment Court.

5. Place where service will be rendered

The Contractor will perform most services required by this Agreement at a location of Contractor's discretion. In addition, the Contractor will perform services on the telephone and at such other places as necessary to perform these services in accordance with this Agreement.

6. Compensation for Services

For the satisfactory completion of the services to be performed under Exhibit A, County will pay the Contractor a sum not to exceed \$70/hour or \$7,056. Invoices must be submitted to the Principal Contact for the County identified in Paragraph 11 of this Agreement by the Contractor with complete supporting documentation in order for Contractor to receive payment.

7. Other Payments

All other payments or reimbursements other than those made to compensate for completion of services performed which are to be made under this Agreement shall not exceed: Not Applicable. Requests for payment must be submitted to the Principal Contact for the County, as identified in Paragraph 11, with complete supporting documentation.

8. Public Works Contracts

For public works contracts as defined in 18-2-401, MCA in which the total cost of the contract is \$25,000 or more involving public funds, Contractor agrees to:

- a. Give preference to the employment of bona fide Montana residents in the performance of the work;
- b. Include provisions for work that is performed at a project location to:

- i. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
- ii. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
- c. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
- d. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.

9. Insurance

Contractor will not be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate. Contractor will not be required to provide professional liability insurance.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to the County prior to commencing work under this Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

10. Records

Contractor shall maintain sufficient records incident to the performance of this Agreement to enable the County to document the performance of the Agreement. Contractor shall allow access to those records by the County and the County Auditor, any independent auditor employed by the County and to representatives of the state or federal government. Records shall be retained for at least three years after completion of the Agreement.

11. Principal Contact for the County

The County official with whom the Contractor must communicate regarding this Agreement and who shall have the authority to accept completion of performance and to submit requests for payment to the County Auditor and Commissioners is:

Name: Landee Holloway
Title: Justice of the Peace, Missoula County Justice Court
Address: 200 West Broadway, Missoula, MT 59802
Telephone No: 406-258-3470
Email Address: lholloway@missoulacounty.us

12. Ownership and Publication of Materials

All reports, information, data and other materials prepared by the Contractor pursuant to this Agreement are the property of the County, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

13. Release of Information

No information relevant to any work completed or in progress shall be disclosed to the third parties or released by the Contractor without prior approval of the County.

14. Termination

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least 14 days prior to the date of the intended termination.

If the Agreement is terminated prior to completion, County shall be responsible for paying Contractor for completed and accepted work and billed to the County as provided in Paragraphs 6 and 7 within thirty (30) days of termination.

15. Failure to Perform

Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

a) Stop performing or accepting performance of the contracted work until the matter is resolved;

b) Within a reasonable time of discovery of the defect of failure to perform, mail a written description of the defect or failure to the other party, and:

1) If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or

2) If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or

3) If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.

4) Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.

c) If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the District Court of the Fourth Judicial District, Missoula County. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

16. Income Tax Designation

In the event that the Internal Revenue Services should determine that the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments and the Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

17. Indemnification

Contractor shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees or agents.

County shall defend, indemnify and hold harmless the Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents.

18. Entire Agreement, Modifications and Non-Assignment

This Agreement contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written agreement signed by both parties.

No obligation or right hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed on any other party in the absence of a written agreement signed by both parties.

19. Warranty

Contractor warrants that all services will be performed in a professional manner and in accordance with the standards of Contractor's industry. Contractor acknowledges that it will be liable for any breach of this Warranty.

20. Compliance with Laws and Non-Discrimination

Contractor agrees to comply with all federal, state and local laws, rules and regulations. In accordance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications; and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

21. Place of Performance, Construction and Venue

Contractor and County agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

22. Severability

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

DATED this ____ day of _____, 2021.

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana

Chair

Commissioner

Commissioner

ATTEST:

Clerk & Recorder

Exhibit A – Missoula County Independent Contractor Agreement

The Defense Attorney shall be assigned to ROAD Court for the term of this Contract and will participate as an active member of the Staffing Team and the Steering/Planning Team.

1. The Defense Attorney will advise the participants as to the nature and purpose of ROAD court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in ROAD Court will affect his/her interests.
2. The Defense Attorney will participant as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.
3. The Defense Attorney will review the participant’s progress in the program and advocate appropriately for effective incentives, sanctions, and therapeutic interventions for program compliance or lack thereof.
4. The Defense Attorney will ensure the constitutional rights of the participant are protected.
5. The Defense Attorney will advocate for the participant’s stated interests.
6. The Defense Attorney will contribute to the education of peers, colleagues, and the judiciary in the efficacy of ROAD Court.
7. The Defense Attorney must demonstrate integrity to the client.
8. The Defense Attorney must protect attorney/client privilege.
9. The Defense Attorney must ensure the client’s due process rights are protected.

Referenced to and made a part of the Independent Contractor Agreement between Missoula County and Abigail Rogers Law, PLLC _____
dated _____, 20__.

Under the terms of the Independent Contractor Agreement, Abigail Rogers Law, PLLC will provide the following services or tasks or work products: