

# CONTRACT FOR SERVICES TO BE RENDERED

I. This Contract Agreement was originally made on between:

Organization Name ("Client"):	Broadwater County Trust Board
Contact Name:	Steve McCullough (or current Chairperson)
Having its principal place of business at:	
Address:	515 Broadway
City, State, Zip:	Townsend, MT 59644

And ("Contractor") having its principal place of business at:

Physical & Mailing Address:

Phone:                      Email:

II. **Scope of Services:** Contractor agrees to provide the following services for Client as directed by the Chairman of the Broadwater County Trust Board.

- a. Provide Secretarial services to the BCTB. Some of the duties are taking minutes at meetings, planning for meetings, budget preparation and oversight, work with the Broadwater County accounting office to keep track on all financial records and prove to the BCTB as needed. Communicate with the groups/individuals looking for grant application information, tracking grant application process.
- b. The Contractor will attend meetings as requested by the BCTB in person and/or by telephone or computer video system as necessary to accomplish the required work and update the trust board on the progress of the project on a regular basis. Contractor shall perform all other duties of this agreement in a timeline, location, and manner as deemed appropriate in its professional judgment, so long as it meets any deadlines for products or information required by BCTB.
- c. **Compensation:** The Client agrees to compensate the Contractor at the rate of \$20.00 per hour for these services. The hourly rate will be reviewed once a year. Contractor will keep track of hours spent on BCTB business. Billable hours will include all (but not limited to) activities mentioned above. As well as telephone consultations and information exchanges via phone and email, communication with various entities and agencies to clarify guidelines/instructions or to request information, and travel time to/from meetings and to deliver proposals if necessary. Time will be rounded to the nearest quarter hour meeting. All records will be stored at the County Building according to County guidelines.
- d. **Conflict of Interest:** The Contractor agrees that it has no conflict of interest with its professional duties to BCTB under this Agreement. Contractor agrees it will not

engage other clients or duties which are in actual or anticipated conflict with BCTB. Contractor shall notify BCTB before engaging any other clients in order to allow BCTB to confirm the lack of conflict. BCTB may not unreasonably assert a conflict; the conflict must be of a material and relevant basis to the Contractor's work on behalf of BCTB.

III. **Contract:** Any and all disputes shall be resolved in accordance to Montana law venue in Broadwater County. Both parties to pay for their own costs and attorney fees, regardless of outcome, if any dispute leads to litigation. This agreement shall constitute the entire agreement between the parties. This agreement may be terminated by either party with 30 days written notice (by email or postal mail) to the other party. BCTB will still pay any work performed but not yet compensated. All work product generated by Contractor for the purpose of fulfilling its duties under this Agreement is property of the Board; all propriety systems, computer software, processes, or other products of the Contractor's independently established business or occupation shall remain the property of the Contractor.

IV: **Independent Contractor:** Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state, and local income taxes on their hourly rate. Contractor is not eligible for Worker's Compensation contributions or coverage from the Client. It is also understood that the Contractor has (or will have) other clients and contract obligations and will be working on this project pursuant to its own schedule and professional judgment as part of its independent business or profession.

**INDEPENDENT CONTRACTORS**

**CLIENT'S BUSINESS NAME**

**Broadwater County Trust Board**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Steve McCullough  
Title: Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BROADWATER COUNTY COMMISSIONER**

Signature and  
Date \_\_\_\_\_