

Professional Services Contract [2021-1]

This contract is entered into this 5th day of April 2021 by and between Broadwater County herein after referred to as "County" AND Voltaic Solutions Montana – William L. Jarocki herein after referred to as "Contractor", which is licensed to do business in the State of Montana.

Purpose and Scope

The County retains Contractor to perform budget analysis and advisory services. The purpose of this contract is to receive information that could be used in the decision-making process for the upcoming county budgeting process and future budget planning purposes. The Contractor is retained to offer expert insights on both the revenue budgets and expenditure budgets of county departments and operational and programmatic units. The Contractor is further retained for the purpose of recommending short-term and long-term budgetary actions that the Board of Commissioners may consider establishing and/or sustaining county government services. The Contractor is further retained for the purpose of assisting the Board of Commissioners regarding citizen participation, advising and oversight of county budget planning and implementation.

Prior to initiation of work by the Contractor, the County will consult with the contractor to discuss budget analysis and advisory services goals and any specific work items required to further clarify the general scope of work of this contract.

It is hereby understood by the parties that Contractor is being retained to provide professional services that are advisory only and require support, consideration, and approval by the County. Contractor will not have direct access to the Black Mountain County Accounts programs. All such access will be provided by the Board of Commissioners and County Treasurer and Finance personnel.

Contact Persons and Addresses

The contact for the Contractor is:

Bill Jarocki, MPA – President
Voltaic Solutions Montana
2699 Shodair Drive
Helena, MT 59601-5735
(406) 437-1954 call/text
billjarocki@hotmail.com

The contact(s) for the County is:

Broadwater County Commissioners
515 Broadway
Townsend, MT 59644
Commissioner Mike Delger, Chairman (406) 266-9271

Commissioner Darrel Folkvord (406) 266-9272
Commissioner Debi Randolph (406) 266-9270
commissioners@co.broadwater.mt.us

Non-assignment of Duties

All services performed by Contractor pursuant to this contract shall be performed by William Jarocki. No services shall be subcontracted or assigned to another person unless approved in advance by the County.

Term

The term of this contract shall be as needed and agreed upon by both parties on a month to month basis. Should either party wish to terminate this contract, the initiating party seeking termination shall provide thirty (30) days written notice.

The County and Contractor agree that compensation for contractor services shall be at a rate of \$50 per hour. Contractor shall provide detailed month invoices for all services requiring payment. The Contractor shall submit such invoices to a designated member of the Board of Commissioners for approval.

Independent Contractor

The Contractor is an independent contractor and not an employee of the County. The Contractor agrees to perform the services under the terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall in any way be construed to constitute that the Contractor is an employee of the County for any purpose, or to be the recipient of any benefits, pensions, insurance, payroll taxes, worker's compensation or withholding of state or federal taxes.

Worker's Compensation

Contractor agrees to provide any required worker's compensation coverage for its agents and employees during the terms of this contract. The County is not responsible to provide Worker's Compensation for the Contractor, as the Contractor is an Independent Contractor. The Contractor assumes all liability for any workplace injuries through his risk or insurance. If the Contractor shall provide evidence of such insurance, if insurance has been purchased, within thirty (30) days of the effective date of this agreement.

Required Licenses and W9 Documentation

Contractor agrees to provide the County with his W9 documentation and any applicable licensing document or documents within thirty (30) days of the effective date of this agreement.

Laws and Regulations

Contractor shall not violate any federal, state or city laws or regulations. Upon knowledge of any such violation Contractor shall make all reasonable efforts to remedy any such violation. Additionally, Contractor agrees that no part of this contract may be performed in a manner that discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, or national origin.

Entire Agreement

This document represents the entire agreement between the parties. This agreement may be amended only by written instrument agreed to and signed by both parties.

Legal Remedies

Both parties agree that if there is any dispute related to the performance of the Contractor and/or the interpretation of this agreement, the parties shall attempt mediation first. If mediation is unsuccessful, the parties agree to arbitrate any such dispute. In the event there arises a dispute over this contract which leads to litigation, each party shall bear the costs of its own attorney fees and costs

Interpretation

The parties agree that the laws of the State of Montana shall govern this contract. The parties agree that the provisions of this contract are independent and severable.

This contract constitutes the full and complete contract between the County and the Contractor. The provision herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions inconsistent with these provisions.

IN WITNESS WHEREOF, the parties establish this Contract for Professional Services on this 5th day of April 2021.

Mike Delger, Chairman
Broadwater County Commission

William Jarocki, President
Voltaic Solutions Montana, LLC
