



Montana Association of Counties

Serving Montana Counties Since 1909

2715 SKYWAY DRIVE, SUITE A, HELENA, MT 59602

(406) 449-4360 Fax (406) 442-5238

www.mtcounties.org

AGREEMENT

This Agreement is entered into on this ____ day of _____, 2020 between the Montana Association of Counties Workers' Compensation Safety Group, hereafter referred to as "MACo WCSG", and _____ County, hereafter referred to as the "County".

RECITALS

- A. MACo WCSG is a safety group created through the Montana State Fund Workers' Compensation Program, hereafter referred to as "MSF".
- B. County is a member in good standing with the Montana Association of Counties.
- C. County is willing to join MACo WCSG to receive a benefit of an additional retroactive payment from Montana State Fund.

I. DUTIES

The MACo WCSG hereby contracts with County to provide the following services.

1. MACo WCSG will provide Public Safety Risk Management services to County.
2. MACo WCSG will provide member services and workers' compensation lobbying efforts on behalf of member counties.
3. MACo WCSG will present annual performance reports to the safety group member counties.
4. MACo WCSG will assist MSF in organizing Safety Coordinator Group efforts and communication.

II. TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2020 and shall remain in force for 12 months. This Agreement will be automatically renewed on each subsequent anniversary of the

commencement date, unless notice to terminate is provided 60 days prior to the subsequent renewal date.

III. COMPENSATION

County shall pay an administration fee to MACo WCSG of 5% of any retroactive payment received from MSF annually. County shall ensure payment is made to MACo WCSG within 60 days of receipt from MSF.

IV. WRITTEN RECORDS

MACo WCSG shall maintain records as to the services provided to the County. These records shall be the property of the MACo WCSG.

V. INSURANCE - INDEMNIFICATION

MACo WCSG agrees to protect, defend and save the County, its officials, agents, and employees harmless from and against all claims, demands, damages and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services, or obligations, or in any way resulting from, due to or allegedly due to, the acts or omissions of MACo WCSG under this agreement.

The County also agrees to defend and hold MACo WCSG harmless from all claims, demands, damages or causes of action arising out of services performed or omissions of services, or in any way resulting from, due to or allegedly due to, the acts or omissions of the County.

VI. ASSIGNMENT

This Agreement cannot be assigned by either party to any other party.

VII. TERMINATION

This Agreement can be terminated as outlined in Section II., Term of Agreement.

VIII. CHOICE OF LAW

The laws of the State of Montana shall govern the validity of this Agreement, the construction of its terms, and interpretation of the rights and duties of the parties. Venue shall be in the First Judicial District.

IX. MODIFICATION OR AMENDMENT

No modification, amendment, or other change to this Agreement shall be valid unless in writing signed by the parties.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire understandings and agreement of the parties.

XI. NOTICE

Notice to parties shall be given as follows:

Montana Association of Counties
2715 Skyway Drive
Helena, MT 59602

County
ADDRESS
City, MT ZIP

Eric Bryson
Executive Director

Chair
Board of County Commissioners
_____ County

DATED THIS ____ DAY OF _____, 2020.