

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("the Agreement"), dated this ____ day of March, 2020, is by and between Hendrickson Consulting, LLC ("Consultant"), and Broadwater County ("Client"). In consideration of the promises and covenants set forth below, Consultant and Client hereby agree as follows:

Scope of Services:

1.1 Consultant will provide Client with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as "Services."

1.2 The parties contemplate that it may be desirable to make changes to the Statement of Work. If this occurs, before performing any work associated with any such change, the parties must confirm, in writing, any changes from the original Statement of Work.

Compensation

2.1 Client shall pay within 30 days of the date of Consultant's invoices all Service Fees as identified in the applicable Statement of Work as those Services are provided.

2.2 Consultant will invoice Client for the Services Fees once a month on or about the 1st of every month.

Term and Termination

3.1 The term of this agreement shall be from the date above through the first 12 months and go month to month thereafter.

3.2 Termination of this agreement is as provided below.

3.3 Either party may voluntarily terminate this Agreement at any time effective upon written notice. Termination becomes effective within 30 calendar days of written notice and is subject to the limitations contained in Section 4.3.

Communication and Information

4.1 Client agrees to cooperate with Consultant and to timely and completely provide information Consultant requests or that is reasonably necessary to perform its Services. Client agrees that Consultant can rely on the accuracy of the information provided by Client.

4.2 Consultant agrees that the work products from the Services provided to Client shall be owned by Client. Nothing contained in Section 4.3 shall be construed as prohibiting Consultant from utilizing in any manner, any knowledge and experience of a general nature acquired in the performance of Services for Client.

4.3 During the term of this Agreement and after its termination or expiration, Consultant shall not, except when it involves work performed for Client, use or disclose to any third party any trade secrets, information, data, or business information derived from or developed for Client ("Confidential Information") during the term of this Agreement without the written consent of Client.

Indemnification

5.1 Consultant may make recommendations regarding a particular course of action during the term of this Agreement. However, Consultant does not make employment decisions or take disciplinary actions related to Client's employees. All such decisions are made by Client. Therefore, Client agrees to indemnify, hold harmless and defend Consultant and its directors, officers, agents, and employees against any and all actions, suits, claims, demands, costs, judgements, expenses (including reasonable attorney fees), and liability of any character whatsoever brought or asserted for any injury, death, or damage received or sustained by any person, persons, property, business or any other entity caused by the wrongful, discriminatory, or negligent acts or omissions of Client or its employees or agents arising out of or resulting from or in connection with employment decisions or disciplinary actions taken by Client concerning its employees.

General Provisions

6.1 Independent Contractor. The relationship of Client and Consultant is that of independent contractors. Consultant is not an employee of Client and is not eligible for any benefits Client provides to its employees.

6.2 Control of Services. Consultant shall be free from control or direction by Client over the performance of the services to be provided under this Agreement. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant.

6.3 Time. Client will rely on Consultant to devote whatever time and resources are reasonably necessary to fulfill Consultant's commitments. Consultant's time will not exceed 24 hours per week. The client will be billed at the hourly rate for services rendered according to the Statement of Work. Additional hours

may be granted to Consultant if needed, upon prior written approval of the Board of County Commissioners.

6.4 Disclaimer. The Services are limited to consultation, strategy and administration of public works issues only. The Services are not intended to be, do not constitute, and should not be relied upon as legal advice.

6.5 Disputes. In the event of litigation between the parties arising out of this Agreement, venue shall be in Broadwater County, Montana, and the law of Montana shall control. Each party is responsible for their own attorney's fees.

6.6 Assignment. Neither party may assign this Agreement without the written consent of the other party.

6.7 Entire Agreement. This Agreement, including the Statement of Work, which is incorporated herein by reference, contains the entire agreement between the parties, and there are no other agreements relied on by the parties except as set forth herein.

6.8 Modification. This Agreement may be modified only by a written agreement signed by both parties, and in no other manner.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

Mary Louise Hendrickson

By: _____

Title: _____

Broadwater County

By: _____

Title: _____