

## CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Granite County, a political subdivision of the State of Montana, (hereafter "COUNTY") of P.O. Box 925, Philipsburg, Montana, telephone: 406-859-7023; and Vicki Harding ("CONTRACTOR") of P.O. Box 792, Philipsburg, Montana 59858, telephone: 406-859-3537. The COUNTY and CONTRACTOR may be referred to jointly as "parties" hereinafter.

### ARTICLE ONE - APPOINTMENT

COUNTY retains CONTRACTOR and CONTRACTOR agrees to provide COUNTY with motor vehicle title processing services (i.e., processing applications for motor vehicle titles and the like) and such shall be referred to as "Services" or "services" herein.

### ARTICLE TWO – DURATION AND TERMINATION

CONTRACTOR shall provide the Services to COUNTY as follows:

For the period beginning on date of execution of this Agreement and ending exactly one (1) year from the date this Agreement is executed, as stated above.

For purposes of this Agreement, the COUNTY acknowledges and understands that Services rendered by the CONTRACTOR shall consist of up to twenty (20) hours per month as authorized by COUNTY; however, additional hours per month may be granted so long as such is pre-authorized by the Board of COUNTY Commissioners, in writing, only after being on the COUNTY Commission's public meeting agenda. This Agreement may be terminated early by either party with thirty (30) days prior written notice to the other at the address set forth above.

### ARTICLE THREE - FEES AND EXPENSES

As consideration for the Services, COUNTY agrees to pay CONTRACTOR an hourly contract amount of thirty dollars (\$30.00) per hour, as well as reimbursement for pre-approved out of county travel reimbursed at the state rate per diem and related necessary expenses (such as work-related long distance telephone calls) or other necessary charges that CONTRACTOR may reasonably be required to incur in performing the Services under this Agreement (the total of all such amounts to be collectively referred to as the "Fee"). Such necessary expenses and charges shall be capped at fifty (\$50.00) per month. Payment by COUNTY of the balance of the agreed upon Fee for Services and reimbursement for authorized expenditures must be made within thirty (30) days of presentation of an itemized invoice, including receipts or other evidence of any such expenditures. CONTRACTOR'S business, travel and related expenses, if any, will originate from CONTRACTOR'S address stated above in this Agreement.

#### ARTICLE FOUR - REPORTING RESPONSIBILITY

At the commencement of this Agreement, COUNTY will select one or more of its officers or employees to whom CONTRACTOR report and who shall serve the contact person(s) with respect to the execution of the Agreement terms by the CONTRACTOR. The selected officers or employees may be altered from time to time by COUNTY. The selected officers or employees shall be authorized to modify the Services to be performed by CONTRACTOR for the COUNTY not inconsistent with the terms of the Agreement and not without mutual consent of the COUNTY and the CONTRACTOR, authorize travel or other expenditures by CONTRACTOR, and arrange any necessary conferences between CONTRACTOR and other officers or employees of COUNTY. Until otherwise changed by COUNTY, the selected person to whom CONTRACTOR will be responsible is Ashley Todd, Granite County Treasurer, whose office telephone number is 406-859-3831; e-mail: ATodd@co.granite.mt.us. Any such change will be communicated to CONTRACTOR by COUNTY in writing.

#### ARTICLE FIVE - INDEPENDENT CONTRACTOR STATUS

It is understood that CONTRACTOR shall perform Services for COUNTY pursuant to this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the parties. CONTRACTOR further agrees that no statute, rule, or custom providing for termination, indemnities or like social benefits is applicable to the relationship established by this Agreement, and CONTRACTOR hereby waives any right to demand any such indemnities or benefits under any statute, rule or custom. CONTRACTOR is required to have a current Independent Contractor's Exemption Certificate ("ICEC") at all times under this Agreement; however, the COUNTY will grant the CONTRACTOR three (3) months to obtain said ICEC Certificate, if such has not already been obtained. In addition to the Fee discuss in Article Three above, the COUNTY will reimburse CONTRACTOR up to one and twenty-five dollars (\$125.00) for each needed ICEC Certificate. Invoicing and timing of payment requirements provided in Article Three herein shall also apply to all ICEC reimbursements.

#### ARTICLE SIX – NONDISCLOSURE; NO CONFLICT

CONTRACTOR recognizes that by virtue of this Agreement it occupies a position of confidence and trust in its dealings with COUNTY. Accordingly, CONTRACTOR agrees to receive and hold in confidence and not to use or disclose any confidential information imparted to CONTRACTOR except as is necessary to carry out the duties of CONTRACTOR under this Agreement. CONTRACTOR agrees that there will be no publication of any confidential information arising from its rendering of Services under this Agreement without the prior written consent of COUNTY. CONTRACTOR represents and warrants that to the best of CONTRACTOR'S knowledge, there is no conflict of interest which will prevent CONTRACTOR from performing Services for COUNTY.

## ARTICLE SEVEN - PAYMENT

In the event that COUNTY fails to pay CONTRACTOR the entire Fee within thirty (30) days of the due date, COUNTY shall, in addition to said payment, be liable for a Late Fee of Ten Percent (10%) of the late payment, as well as court costs, and reasonable attorney's fees and costs.

## ARTICLE EIGHT – HOLD HARMLESS AND INSURANCE

CONTRACTOR shall hold harmless COUNTY and its agents, representatives, officers and employees, and each of them, from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees, in law or in equity, of any kind of nature whatsoever, directly or indirectly arising out of the negligence or misconduct of COUNTY, its agents, representatives, officers or employees. This provision shall survive termination of the Agreement.

CONTRACTOR is not required to have liability insurance in place under this Agreement.

## ARTICLE NINE - NO ASSIGNMENT

This Agreement is personal between the parties and shall not be assigned by either party without the prior written consent of the other party.

## ARTICLE TEN - REPORTS

CONTRACTOR shall submit, from time to time, written reports to COUNTY of the progress being made upon any assigned subject upon request from COUNTY, within thirty (30) days of such request.

## ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

CONTRACTOR agrees that in the performance of its Services, it will, to the best of its knowledge, comply with all laws of the United States of America and of the various states of the United States, and of any country in which CONTRACTOR performs Services.

## ARTICLE TWELVE - NOTICES

All notices provided for in this Agreement shall be given in writing, either by personal delivery of the notice or by the mailing via first class certified U.S. mail, return receipt requested, to the parties respectively at the addresses set forth above, or at such other address as the party shall notify the other in writing.

ARTICLE THIRTEEN - GOVERNING LAW

This Agreement shall be construed and the legal relations of the parties determined in accordance with the laws of the State of Montana, without regard to principles of conflicts of laws.

ARTICLE FOURTEEN - ENTIRE AGREEMENT

This Agreement is executed and delivered with the understanding that it embodies the entire Agreement between the parties and that there are no prior representations, warranties or agreements relating to the subject matter of this Agreement.

ARTICLE FIFTEEN - MODIFICATIONS; BINDING EFFECT; NO WAIVER

No change in, addition to, or waiver of the terms and provisions of this Agreement shall be binding upon either party unless approved in writing by its authorized representative. The failure by the CONTRACTOR to object to or take affirmative action with respect to any conduct of any of the COUNTY which constitutes a breach, or is in violation, of this Agreement shall not constitute, nor be construed as, a waiver thereof, of any future breach, violation or subsequent wrongful conduct. This Agreement is binding on the parties hereto, and their successors and assigns.

\*\*\*\*\*Remainder of this page left blank except for the page numbering.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed their signatures affixed to it as of the date and year first above written.

**COUNTY:**

\_\_\_\_\_ [signature]  
Blanche McLure, Chair of Board of Granite County Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ashley Todd, Granite County Treasurer  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ (SEAL)  
Sarah Graham, Granite County Clerk & Recorder

**CONTRACTOR:**

\_\_\_\_\_ [signature]  
Printed Name: Vicki Harding  
Date: \_\_\_\_\_

**\*\*\*\*\*This is the signature page, page 5 of 5, regarding this foregoing Contractual Agreement.**  
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