

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 1st day of April 2016, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the "BOARD," and **M FACTOR INC**, hereinafter referred to as "CONTRACTOR".

1. The BOARD employs CONTRACTOR to perform duties as a consultant/investigator to supply litigation support and assist the County with pending litigation.

SCOPE OF SERVICES:

2. CONTRACTOR agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services: Assist Yellowstone County with investigative matters concerning pending litigation.

TERM:

3. The term of this contract will commence on April 1st, 2016, and terminate upon completion of services rendered. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

4. The BOARD agrees to pay CONTRACTOR an hourly rate of eighty dollars (\$80.00) an hour plus costs.

5. CONTRACTOR will submit monthly invoices within 30 days after end of each month.

INDEPENDENT CONTRACTOR:

6. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform 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 be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, is/are the employee(s) of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

7. The CONTRACTOR agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract, if applicable.

INDEMNITY:

8. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CONTRACTOR's agents or employees in the performance of the professional services under contract.

LEGAL REMEDIES:

9. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney's fees, witness and expert witness fees and court costs.

10. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

11. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.

This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions 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. Any modifications to this contract shall be made in writing signed by both parties.

NON-DISCRIMINATION:

Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age, political ideas or marital status. Entities contracting with Yellowstone County to deliver goods or services must ensure their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among them or their employees or recipients of the goods and/or services to be offered. Moreover, CONTRACTOR shall comply with all fair labor practices and must meet the requirements of all State statutes relative to CONTRACTOR'S Independent Contractor status, described herein.

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IN WITNESS WHEREOF, the party set their hands and seals 3rd day of

May 2016.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse
Mark Morse

Bill Kennedy, Chairman
Bill Kennedy, Chairman

John Ostlund, Member
John Ostlund, Member

James E. Reno, Member
James E. Reno, Member

ATTEST:

Jeff Martin, Clerk and Recorder
Jeff Martin, Clerk and Recorder