



Brookings County Finance Office

Vicki Buseth, Finance Officer

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August 16, 2016

TO: Brookings County Commission
FROM: Vicki Buseth, Finance Officer
RE: Independent Contractor Agreement

I'm bringing a contract for your approval on the August 23rd meeting. This is a contract between Brookings County and Brenda Colombe for contractual services for September 1st through December 31, 2016. This contract was drafted by the States Attorney's office and was also sent to Commissioner Pierce for her approval as well. If you have any questions let me know.

Sincerely,

Vicki Buseth
Brookings County Finance Officer

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of September 1, 2016 (the “**Effective Date**”) between Brookings County South Dakota (the “**County**”), a Governmental Entity, and Brenda Colombe, an Accountant (the “**Contractor**”) (collectively, the “**Parties**”).

The County requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

1.0. **Term and Termination.**

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services (the “**Term**”), unless earlier terminated under this Section 1.

1.2. Either Party may terminate this Agreement by giving the other party thirty (30) days notice.

2.0. **Contractor Services.**

2.1. During the Term, the County may engage the Contractor to provide the following services as needed (the “**Services**”), or other such services as mutually agreed upon in writing by the Parties (email is acceptable), such services to be provided to County are, but not limited to:

Going over monthly reports, reviewing general ledger entries, helping and training Finance Department Staff with annual reporting, helping Finance Department Staff with year-end close out, helping and training Finance Department Staff with fixed asset and inventory reporting, helping Finance Department Staff set up entries and funds with new highway funding (STP) program, helping Finance Staff with departmental questions on budgets, revenues, etc., and helping with the set-up of grant accounting and major building project accounting procedures and programs.

2.2. The County shall provide the necessary equipment to perform the Services, such equipment to be provided to Contractor included, but not limited to: a laptop computer.

2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the “**Work Product**”).

2.4. The Contractor shall notify the County of any change(s) to the Contractor’s schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, said Contractor shall promptly notify the County within a reasonable amount of time.

2.5. The work performed by the Contractor shall be performed at the following rate: One thousand (1,000) dollars per month for four (4) months for a total of four thousand (4,000) dollars. Contractor's hours shall be submitted on or before the last day of the month to the County Finance Officer. The Contractor shall work 114.28 hours for the contractual amount of four thousand (4,000) dollars. Contractual hours worked over the four thousand (4,000) contractual dollar amount shall be paid at the rate of thirty-five (35) dollars per hour. All hours over the contracted dollar amount shall be brought to the attention of the County Commission by the County Finance Officer.

2.6. The County shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor be engaged as independent contractors of County. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the County, or to represent the County, or bind the County in any manner.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the County.

4.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

5.0. **Indemnification.** The Contractor shall indemnify and hold harmless the County, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

6.0. Confidential Information.

6.1 Each Party agrees to hold and treat all confidential information of the other Party, including, but not limited to, employee and customer information and any other information that the receiving Party should reasonably know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

6.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public

(other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.0. Liability. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

8.0 Miscellaneous Provisions.

8.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

8.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8.4. This Agreement shall not be assigned by either party.

8.5. This Agreement is governed by and construed in accordance with the laws of the State of South Dakota without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either Party arising out of this Agreement will only be brought, tried and resolved in the Circuit Court, Third Judicial Circuit, State of South Dakota.

The Parties are signing this Agreement on the date stated in the introductory clause.

COUNTY-Brookings County

By: _____

Name: Ryan Krogman

Title: Brookings County Chairperson

CONTRACTOR: Brenda Colombe

By:_____

Name: Brenda Colombe

Title: Accountant