INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made between the BONNEVILLE COUNTY a political subdivision of the State of Idaho, herein “COUNTY” and JOHN R. THERRIAULT herein “CONTRACTOR”,

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:
   Complete general accounting and clerical work as it pertains to processing of paperwork related to the Fire Management Assistance Grant (FMAG) provided to the County for the Henry’s Creek Fire (ID-02-2016/FM-5151-ID).

   CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that:

   [ X] CONTRACTOR shall commence work on the project by September 27, 2016 and complete the project by January 31, 2017

   [ X] CONTRACTOR will commence work on the project on September 27, 2016 and continue until this Agreement is terminated by _____ days written notice by either party.

3. COMPENSATION: COUNTY agrees to pay CONTRACTOR as compensation:

   [ ] The sum of $__________, payable upon completion of the project and acceptance by COUNTY.

   [X] The sum of $25.00 per hour which shall be payable:
       On regularly scheduled COUNTY paydays.

   [ ]

4. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR’S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR’S agents, employees or representatives under this Agreement.
7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $________________, which shall name and protect CONTRACTOR, all CONTRACTOR’s employees, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR’s acts. CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

8. **WORKERS COMPENSATION:** CONTRACTOR shall maintain in full force and effect workers’ compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker’s compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

*The COUNTY waives the Workman’s Compensation and General Liability Requirements noted in Sections 4, 7, and 8 of this document.*

DATED this 23rd day of September, 2016.

COUNTY:

By: ____________________________
ROGER CHRISTENSEN
Chairman/Commissioner

ATTEST:

______________________________
Penny Manning
Clerk of Bonneville County

CONTRACTOR:

By: ____________________________
JOHN R. THERRIault

WITNESS:

______________________________
Witness or Notary Public