

INDEPENDENT CONTRACTOR AGREEMENT

Aquifer Protection District, Dexter Peak Inc. dba Dexter Peak Communications

This Agreement is made effective this _____ day of _____, 2025, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho, 451 N. Government Way, PO Box 9000, Coeur d’Alene, Idaho 83816-9000 (hereinafter referred to as “COUNTY”) and DEXTER PEAK, INC DBA DEXTER PEAK COMMUNICATIONS, Montana corporation, 1990 East River Road, Livingston, Montana 59047 (hereinafter referred to as “CONTRACTOR”).

THE COUNTY AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 1
CONTRACT DOCUMENTS

- 1.1** CONTRACTOR shall furnish COUNTY with slideshow presentations for the Aquifer Protection District as described in the Contract Documents for the project. The Contract Documents consist of:
 - 1.1.1** This agreement signed by COUNTY AND CONTRACTOR
 - 1.1.2** The Community Outreach Proposal, attached hereto as Exhibit “A” and incorporated by reference.

SECTION 2
SCOPE OF WORK AND GENERAL PROVISIONS

- 2.1** SCOPE OF WORK: CONTRACTOR shall provide COUNTY with two slideshow presentations for the Aquifer Protection District in accordance with the specifications set forth in Exhibit A. In the event the specifications or terms set forth in Exhibit A conflict with this Agreement, the provisions of this Agreement shall control.
- 2.2** CONTRACTOR shall comply with all codes, standards, regulations, and laws applicable to the provision of services hereunder.
- 2.3** TERM: This Agreement shall commence upon signing of this agreement by both parties and end upon completion of the slideshows. Either party may terminate this agreement by providing 30 days written notice in advance of the termination date to the other party.

- 2.4 Work shall be subject to COUNTY'S inspection and approval upon completion, which approval shall not be unreasonably withheld. If unsatisfactory, work shall be corrected to COUNTY'S satisfaction at CONTRACTOR'S expense.

SECTION 3 **CONTRACT SUM**

- 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the work.
- 3.2 Cost of services shall be at the rate of \$125.00 per hour. In no event shall this contract sum exceed \$5,000 unless prior approval is received.
- 3.3 Additional services requested shall be at the rate of \$125.00 per hour.

SECTION 4 **PAYMENT**

- 4.1 CONTRACTOR shall submit invoice to COUNTY monthly and allow up to seven (7) calendar days for review of the request by COUNTY.
- 4.2 COUNTY shall complete payment within twenty-one (21) calendar days after receipt, review and acceptance of invoice(s).

SECTION 5 **INSURANCE**

- 5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive contractor's liability insurance policy in the minimum amount of \$1,000,000.00/property damage and \$1,000,000.00/personal injury, which shall name and protect CONTRACTOR, and CONTRACTOR'S directors, officers, agents, servants, 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 acts and omissions of CONTRACTOR. All insurance policies shall name, and certificates shall show, COUNTY, as an additional insured. 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.

- 5.2** CONTRACTOR shall maintain in full force and effect workers' compensation insurance for CONTRACTOR and any directors, officers, agents, servants, and employees that CONTRACTOR may employ, and provide proof to COUNTY of such coverage, or proof that such workers' compensation insurance is not required under the circumstances. CONTRACTOR shall require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

SECTION 6
OTHER TERMS AND CONDITIONS

- 6.1** CONTRACTOR shall be responsible for providing verification of lawful work status for all of its employees, and for all employers of all subcontractors.
- 6.2** CONTRACTOR and the CONTRACTOR'S subcontractors shall not discriminate against any employee or applicant for employment because of the race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 6.3** CONTRACTOR AND CONTRACTOR'S subcontractors shall, in all solicitations or advertisements for employment placed by them or on their behalf; state that all qualified applicants will receive consideration or employment without regard to race, religion, color, sex, age or national origin.
- 6.4** Where required by law, CONTRACTOR shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the CONTRACTOR and its subcontractors to provide a drug-free workplace program and to maintain such program through the duration of the Agreement.
- 6.5** INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is an 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 COUNTY. COUNTY shall have no control over the

performance of this Agreement by CONTRACTOR, except to specify the place of performance, and the results to be 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 Agreement.

- 6.6** 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 shall be liable for any breach of this warranty.
- 6.7** INDEMINIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its directors, officers, agents, servants, and employees, from and against any and all claims, losses, actions or judgements for damages or injuries to persons or property arising out of or in connection with the acts and/or performances or activities of CONTRACTOR, and its directors, officers, agents, servants, and employees under this Agreement.
- 6.8** COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 6.9** ENTIRE AGREEMENT: This is the entire agreement of the parties and may not be enlarged, altered, modified or amended, except upon written agreement signed by both parties hereto.
- 6.10** SEVERABILITY: If any provision is held to be unenforceable, such provision is excluded without effect upon the remaining Agreement.
- 6.11** ASSIGNMENT: CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld.
- 6.12** VENUE: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.
- 6.13** ATTORNEY FEES: Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.

DATED this _____ day of _____, 2025

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Bruce Mattare, Chairman

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this _____ day of _____, 2025.
DEXTER PEAK INC. dba DEXTER PEAK COMMUNICATIONS

By: _____
Taryn Post, President