

**LAWRENCE COUNTY  
CONSULTANT CONTRACT/LETTER OF AGREEMENT  
FOR CONSULTANT SERVICES**

**Between**

Lawrence County  
PO Box F  
Deadwood SD 57732

Rob Mattox  
d/b/a Black Hills Land Analysis  
12007 Coyote Ridge Rd  
Deadwood SD 57732

This agreement is made and entered into this 24 day of July, 2012, by and between Lawrence County, hereinafter referred to as the "County" and Rob Mattox, d/b/a Black Hills Land Analysis, hereinafter referred to as "Consultant".

WHEREAS, the County has received a grant from the United States Department of Interior, Bureau of Land Management; to conduct a countywide wildfire hazard assessment, develop a hazard mitigation plan, provide landowner education and assist private landowners with hazardous fuel reduction projects.

NOW THEREFORE, the County and the Consultant, in order to conduct the activities hereinafter described, do agree as follows:

**I. PROFESSIONAL SERVICES**

The consultant agrees to furnish the following professional services for the accomplishment of this project:

- A. Consultant shall be responsible to assist the County to conduct a countywide wildfire hazard assessment, develop a hazard mitigation plan, provide landowner education, assist private landowners with hazardous fuel reduction projects, and any other grant requirement not specifically listed herein.
- B. Consultant shall abide by all agreements and/or memoranda that bind County relative to the grant agreement/project.
- C. Consultant shall make arrangements for auditing and on-site spot checking of work, at any time, by any official of Lawrence County, official state auditors, or any official of the US Dept. of Interior Bureau of Land Management.
- D. Consultant shall acquire and maintain a liability insurance policy in the sum of \$1,000,000 (one million dollars) which policy shall list Lawrence County as additionally insured and which will indemnify County in the event of any injury, liability, claim, suit, or loss however occurring, or damages growing out of Consultant's performance of the services contemplated by this contract. A certificate of coverage shall be filed with the Lawrence County Auditor prior to commencing the services contemplated by this contract. This section does not require

the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the County, its officers or employees.

- E. Consultant shall assure that any necessary permits are secured and adhered to.
- F. Consultant shall provide quarterly progress reports of all work completed pursuant to this contract to the Lawrence County Emergency Manager.

## **II. COUNTY'S RESPONSIBILITIES**

- A. County shall be solely responsible for payment of services performed Consultant pursuant to this contract.
- B. County shall compensate Consultant according to the following fee schedule:
  - 1. \$65 per hour for time spent in conjunction with the performance of duties under the terms of this contract.
  - 2. Payments to Consultant will be made within 30 days following receipt and approval of Lawrence County Emergency Manager.

## **III. INDEPENDENT CONTRACTOR**

It is expressly agreed by the parties that the relationship between Consultant and County is that of independent contractor and not that of department or employee. No statement contained in this contract shall be construed so as to find Consultant, including his employees or agents, to be employees of County. Furthermore, neither Consultant nor his employees or agents shall be entitled to any of the rights, privileges, or benefits as an employee of County.

## **IV. DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by the contract between the parties hereto shall be referred to a County legal representative for determination, whose decisions in the matter shall be final and conclusive on the parties to this contract.

## **V. TERMINATION OF CONTRACT**

Either party to the contract may cancel this contract upon giving 30 days written notice of such cancellation to the other party. Upon receipt of such notice, services shall immediately discontinue (unless the notice directs otherwise) and all materials, equipment and supplies as may have been accumulated in performing this contract, whether completed or in process, delivered to County. Furthermore, this contract will terminate automatically upon the exhaustion of grant monies, if not sooner.

**VI. SERVICES BY OTHERS**

If any of the services to be furnished by Consultant are obtained by the Consultant from a person or firm outside the Consultant's organization, the Consultant shall provide the County an executed contract with such person or firm stating the services to be performed and the charges for those services. The services by others shall not be performed prior to approval of the contract by the County.

**VII. SIGNATURES**

The parties hereby enter into this Contract and agree to be bound by its terms.

APPROVED FOR:

Lawrence County  
Commission Chair



APPROVED FOR:

Rob Mattox  
D/b/a/ Black Hills Land Analysis

