

## CONTRACT OF AGREEMENT FOR CONSULTANT SERVICES

### Between

Rob Mattox  
Black Hills Land Analysis  
12007 Coyote Ridge Rd  
Deadwood SD 57732

Melanie Bond, PE  
Bond Materials Services & Engineering, PLLC  
11469 US Highway 14A  
Lead, SD 57754

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between Rob Mattox, Black Hills Land Analysis LLC., hereinafter referred to as "Mattox" and Melanie Bond, Bond Materials Services & Engineering, PLLC., hereinafter referred to as "Bond"

WHEREAS, Mattox is managing a Community Assistance grant Lawrence County has received from the United States Department of Interior, Bureau of Land Management; to conduct a county wide wildfire hazard assessment, develop a hazard mitigation plan, provide landowner education and assist private landowners with hazardous fuel reduction projects within Lawrence County.

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

### I. PROFESSIONAL SERVICES

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

- A. Bond shall be responsible in assisting Mattox to continue the countywide wildfire hazard assessment, support hazard mitigation plan, provide landowner education, assist private landowners with hazardous fuel reduction projects, and any other grant requirement not specifically listed herein.
- B. Bond shall abide by all agreements and/or memoranda that bind Lawrence County relative to the grant agreement/project.
- C. Bond shall make arrangements for auditing and on-site spot checking of work, at any time, by Mattox, official county or state auditors, or any official of the US Dept. of Interior Bureau of Land Management.
- D. Bond shall acquire and maintain a liability insurance policy in the sum of \$1,000,000 (one million dollars) which policy shall list Mattox and Lawrence County as additionally insured and which will indemnify Mattox and Lawrence County in the event of any injury, liability, claim, suit, or loss however occurring, or damages growing out of Bond's performance of the services contemplated by this contract. A certificate of coverage shall be provided to Mattox and Lawrence County Auditor prior to commencing the services contemplated by this contract. This section does not require Bond to be responsible for or defend against claims or damages arising solely from acts or omissions of Mattox or Lawrence County, its officers or employees.
- E. Bond shall assure that any necessary permits are secured and adhered to.
- F. Mattox and/or Bond shall provide quarterly progress reports of all work completed pursuant to this contract to Lawrence County and the Bureau of Land Management.

### II. PRIMARY CONSULTANT RESPONSIBILITIES

- A. Mattox shall be responsible for payment of consultant services performed by Bond as a subcontractor.
- B. Mattox shall compensate consultant according to the following fee schedule:
  - 1. \$50 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 appropriate documentation of performance of duties.

**III. INDEPENDENT CONTRACTOR**

It is expressly agreed by the parties that the relationship between Bond and Mattox is that of independent contractor and not that of an employee. No statement contained in this contract shall be construed so as to find Bond, including her employees or agents, to be employees of Mattox. Furthermore, Bond nor her employees or agents shall be entitled to any of the rights, privileges, or benefits as an employee of Mattox.

**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 Mattox. Furthermore, this contract will terminate automatically upon the exhaustion of grant monies, if not sooner.

**VI. SIGNATURES**

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

APPROVED FOR:  
Rob Mattox  
Black Hills Land Analysis LLC

APPROVED FOR:  
Melanie Bond  
Bond Minerals Services & Engineering, PLLC

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