

PLANNING ASSISTANCE CONTRACT

Between

Kory Sandon and Cut Bank, Montana

THIS AGREEMENT, entered into as of this _____ day of _____ 2024 by and between the city of Cut Bank, Montana and Kory Sandon.

WITNESSETH THAT:

WHEREAS, the city of Cut Bank, Montana (City) desires to engage Kory Sandon (Contractor) to render certain technical and professional service, hereafter described in connection with an undertaking to be financed by Cut Bank, Montana.

WHEREAS, Contractor desires to provide such technical and professional service to the City as an independent contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

EMPLOYMENT: Cut Bank, Montana hereby agrees to engage Kory Sandon as contractor who hereby agrees to perform the services hereinafter set forth in connection with this contract.

INDEPENDENT CONTRACTOR: Contractor's relationship with the City is that of an independent contractor and not the City's employee, for all purposes, including but not limited to, the application of Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, the provisions of the Internal Revenue Code, Montana revenue and taxation law, Montana Worker's Compensation Law, Montana Unemployment Insurance Law and City employee benefits such as retirement, vacation, sick leave or compensatory time. Nothing in this agreement shall be construed to create an agency partnership, joint venture or employee relationship between the parties or allow the City to exercise control or direction over the manner or method by which the Contractor provides his professional services. The parties by virtue of this agreement shall have no right, power, or authority to act or create any obligation, express or implied on behalf of the other party. Contractor certifies that Contractor is customarily engaged in an independently established profession providing planning services.

AREA COVERED: Kory Sandon (Contractor) shall perform all necessary services provided under this contract in connection with Cut Bank, Montana's jurisdictional area.

SCOPE OF SERVICES: The Contractor shall perform all contract duties and services under this agreement as an independent contractor. Subject to the terms and conditions set forth herein, Contractor shall perform all contract duties and professional services as specified herein. However, in providing planning zoning, and building inspection services under this contract, Contractor shall be free from control or direction of the City and its officers and employees regarding the details of the work performed by Contractor. The Contractor shall do, perform and carry out in a satisfactory, prompt, professional and proper manner, as determined by Cut Bank, Montana, the following functions and services:

1. Observe and abide by all applicable law, rules, regulations, and policies;

2. Issue building permits and conduct a formal review of all building construction and zoning inquiries;
3. Perform such other related work as required.

PERSONNEL: All of the services required hereunder will be performed by the Contractor or UNDER THE CONTRACTOR'S DIRECT SUPERVISION, and all personnel engaged in the work shall be qualified to perform such services.

TIME OF PERFORMANCE: The services of the Contractor are to commence after the execution of this contract, and shall be undertaken and completed in such a sequence to assure their expeditious completion.

COMPENSATION: Cut Bank, Montana agrees to pay Contractor SEVENTY DOLLARS (\$70.00) per hour.

Further, as an independent contractor, the city shall not withhold, on behalf of Contractor, any sum for income tax, unemployment insurance, social security, worker's compensation or any other withholding pursuant to law per required by any government body. All such withholdings shall be the sole responsibility of the Contractor. Contractor shall hold harmless, indemnify and defend the City against and claim arising out of failure to withhold any amounts from Contractor's compensation.

METHOD OF PAYMENT: The Contractor will send claims monthly to Cut Bank, Montana.

TERMINATION OF CONTRACT: This contract shall be terminated on April 30, 2025.

CHANGES: Cut Bank, Montana may from time to time, require changes in the Scope of Services to be performed hereunder or the Contractor may from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Contractor and the City, shall be incorporated in written amendments to this contract.

FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given or prepared or assembled by the Contractor under this contract which the City or the Contractor requires be kept confidential shall not be made available to any individual or organization by the Contractor or the City, without prior written approval by the City or the Contractor.

ABSENCES, INABILITY TO PERFORM AND TERMINATION: This agreement may be terminated on the occurrence of any of the terms of the following events:

1. If the Contractor or the City fails to fully abide by the terms of this agreement, provided, however, that the non-breaching party shall first give the breaching party notice in writing of the breach(s) or default(s) claimed, and provided, further that the breaching party shall have thirty (30) days from delivery of the notice to cure and correct the breach or default claimed. Any notice given shall be delivered to the City at the office of the City, Cut Bank Montana, and to the Contractor at his address above set forth, or such other address as he shall furnish to the mayor, city of Cut Bank, Montana, in writing. The notice shall be effective on mailing as evidenced by the post office cancellation.

2. Immediately, if Contractor fails to maintain and uphold the standards and ethics of his profession as determined by the City.
3. Immediately, on death or disability of Contractor. For purpose of this agreement, disability shall be defined as the inability or unwillingness of Contractor to practice his profession or to perform his obligations under this contract for reason of physical, mental, or emotional sickness, injury or impairment for a period of thirty (30) consecutive days or for a period of forty-five (45) days in aggregate during the term of this agreement.
4. Either party shall have the right and privilege to terminate this contract at any time by submitting written notice of intent to terminate this contract at least thirty (30) days prior to the designated termination date. This notification need not include the reason for termination.

RECORDS: Contractor shall keep and maintain at his office in Cut Bank all records and documents applicable to the performance of his duties under this contract along with any other documents, records, and reports of the state of Montana. All said documents and records shall be, and remain, the property of Cut Bank, Montana and shall be available, unless specifically prohibited by Montana rule or code, for inspection and utilization, as necessary, by authorized officers and departments of the City.

PRIOR AGREEMENT & AMENDMENT: This agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and there are no agreements or representations between the parties relating to the subject matter hereof other than those expressly contained herein. No letter or other communication passing between the parties to this Agreement, concerning any matter during this contract period shall be deemed a part of this Agreement unless distinctly stated as such letter or communication that it is to constitute part of part the Agreement, and such letter or communication is attached as an appendix to this Agreement and is signed by all authorized representatives of parties to this Agreement.

ASSIGNMENT PROHIBITED: Neither this Agreement nor any interest or claim hereunder shall be assigned or transferred by either party.

SEVERABILITY: It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with Montana law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

MERGER: This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made any either party which are not contained in this written Agreement will be binding or valid. No statements, promises of inducements made by any party or their agents, which are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except as provided in this Agreement. Upon execution of this Agreement by both parties, Contractor and City mutually terminate all previous independent contractor agreements and Contractor hereby voluntarily waives, releases, and forever remises any and all legal claims under state or Federal law that may hereafter be asserted by Contractor against the City and its officers and employees as a result of the termination thereof.

RETIREMENT COVERAGE (PERS): City specifies the Contractor will not be covered, and does not possess an employer-employee agreement for the purpose of retirement coverage under the Montana Public Employees Retirement System.

IN WITNESS OF: Cut Bank, Montana and Kory Sandon have executed this agreement as of the date first above written.

Kory Sandon

Mayor, Cut Bank, Montana

ATTEST:

Cut Bank Clerk/Treasurer



INTERNATIONAL CODE COUNCIL

KORY SANDON

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Commercial Building Inspector

Given this day February 2, 2024

Certificate No. 10350141

A handwritten signature in black ink, appearing to read "Stuart Tom", is positioned above the name and title of the President of the Board of Directors.

Stuart Tom, P.E., CBO, FIAE
President, Board of Directors

A handwritten signature in black ink, appearing to read "Dominic Simms", is positioned above the name and title of the Chief Executive Officer.

Dominic Simms, CBO
Chief Executive Officer





INTERNATIONAL CODE COUNCIL

KORY SANDON

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Residential Building Inspector

Given this day January 8, 2024

Certificate No. 10350141

A handwritten signature in black ink, appearing to read "Stuart Tom", is positioned above the name and title of the President of the Board of Directors.

Stuart Tom, P.E., CBO, FIAE
President, Board of Directors

A handwritten signature in black ink, appearing to read "Dominic Sims", is positioned above the name and title of the Chief Executive Officer.

Dominic Sims, CBO
Chief Executive Officer

