

INDEPENDENT CONTRACTOR AGREEMENT FOR LEGAL SERVICES

This Independent Contractor Agreement made and entered into by and between Bachand and Hruska, P.C., of Pierre, South Dakota, herein referred to as Firm, and Hughes County, represented here by Casey Deibert, Hughes County State's Attorney, 104 E. Capitol, Pierre, South Dakota, 57501, herein referred to as State's Attorney.

RECITALS

Whereas, Firm is licensed to practice law in the State of South Dakota and has extensive prosecution and civil experience; and

Whereas State's Attorney is interested in the services of a Deputy State's Attorney; and

Whereas, State's Attorney has the authority pursuant to SDCL 7-16-3 to appoint Deputy State's Attorneys; and

Whereas, the Hughes County Commission has approved this contractual relationship;

NOW, THEREFORE, in consideration of this mutual promises set forth herein, it is hereby agreed as follows:

I. DESCRIPTION OF WORK

Firm will be appointed individually as Deputy State's Attorneys pursuant to SDCL 7-16-3 effective January 1, 2024, through December 31, 2025. Duties will be to provide legal assistance to the States Attorney and/or Hughes County Commission for general civil matters and provide legal assistance to Hughes County South Dakota on poor relief cases and issues.

Civil work will consist of legal advice to the Hughes County Commission and/or State's Attorney, including matters involving the Hughes County Jail. Hughes County agrees to give preference to Firm for other civil litigation matters at a negotiated rate. Hughes County agrees that it will indicate to the County's insurance carrier to retain Firm for any litigation matters involving the County.

Firm shall initiate, prosecute, and/or resolve, on behalf of Hughes County, all poor relief matters or proceedings as assigned by State's Attorney and obtain State's Attorney's approval of any agreement or compromise settlement concerning poor relief matter prior to submitting the agreement to the court for approval (it is specifically understood herein that the approval of the State's Attorney involves involvement of the Hughes County Commissioners). In the event, after the agreement of the parties, that poor relief matters become unusually difficult or time consuming the Hughes County will compensate Firm at a negotiated rate.

II. PAYMENT

Firm shall be paid the sum of \$35,000 in payments of \$2,916.67 per month for the services listed in the preceding Paragraph I.

III. TERM AND DURATION

The term and duration of this Independent Contractor Agreement shall commence effective January 1, 2024, and terminate on December 31, 2025.

IV. RELATIONSHIP OF PARTIES

It is specifically agreed and understood herein that this is a contract for legal services between Hughes County and Firm, that Firm is an independent contractor with its own private law practice, that Firm is not an employee of Hughes County, and that the fees or compensation set forth herein, intentionally and by agreement of all parties, do not include benefits of any kind, including but not limited to retirement, health insurance, dental, or any other benefits commonly provided to employees but not provided to independent contractors. State's Attorney is interested only in the results to be achieved.

V. LICENSING AND COMPLIANCE

Firm will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Independent Contractor Agreement, and will be solely responsible for obtaining information on such requirements. Firm represents that all members are licensed attorneys in good standing with the State Bar of South Dakota.

VI. TERMINATION

This Independent Contractor Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Firm breaches any of the terms or conditions hereof, this Independent Contractor Agreement may be terminated by Hughes County at any time with or without notice. If termination for such a default is effected by Hughes County, any payments due to Firm at the time of termination may be adjusted to cover any additional costs to Hughes County because of Firm's default.

VII. AMENDMENTS

In the event that the terms of this Independent Contractor Agreement become inequitable for either party, both parties may revisit the terms of this contract for renegotiations and amendment to the terms. This Independent Contractor Agreement may not be assigned without the express prior written consent of Hughes County. This Independent Contractor Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

VIII. SUBCONTRACTOR

Firm may not use subcontractors to perform the services described herein without previous express permission from the State's Attorney.

IX. HOLD HARMLESS

In the event immunity conferred by appointment as a Deputy State's Attorney is unavailable, Firm agrees to indemnify and hold Hughes County, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of negligence in performing services hereunder. This section does not require Firm to be responsible for or defend against claims or damages arising from errors or omissions of Hughes County, its officers, agents, or employees, or from the errors or omissions of third parties who are not officers, employees, or agents of Firm, unless such errors or omissions resulted from the acts or omissions of Firm. Nothing in this Independent Contractor Agreement is intended to impair the insurance coverage of Firm or any subrogation rights of Firm's insurers.

X. MALPRACTICE INSURANCE

Firm agrees to maintain professional malpractice liability insurance during the term of this Independent Contractor Agreement with a limit of not less than \$1,000,000.00.

XI. DEBARMENT/SUSPENSION/INELIGIBILITY

Firm certifies that neither Firm, nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Firm further agrees that it will immediately notify Hughes County if during the term of this Independent Contractor Agreement, Firm or his principals become subject to debarment, suspension, or ineligibility from

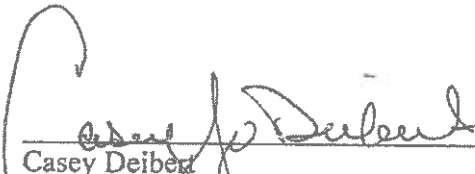
participating in transactions by the federal government, or by any state or local government department or agency.

XII.
CONFLICT OF INTEREST

Firm agrees not to participate as counsel in opposition to the interest of Hughes County, or any of its departments, branches, boards, or commissions, and also agrees not to do any criminal defense work in Hughes County during the term of this Independent Contractor Agreement. If a previous attorney-client relationship between Firm and a client exists or arises that creates an actual or potential conflict of interest with Hughes County, Firm will contact the State's Attorney and address the conflict and any issues related to it.

Dated this 7th day of August, 2024

By: 
Paul Bachand
Bachand and Hruska, P.C.

By: 
Casey Deibert
Hughes County State's Attorney

By: 
Hughes County Chairman