

DESCRIPTION OF WORK

Work to be performed by the CONTRACTOR includes the pickup and delivery of meals as part of the "Meals on Wheels" Program for Dawson County, Montana. The CONTRACTOR AGREES to provide such services in good workman-like-manner and to be available personally or by representative at all times during the performance of that service. CONTRACTOR shall provide all transportation and make all pickups and deliveries of the meals between the hours of 11:00 A.M. and 2:00 P.M. The CONTRACTOR will provide these services five days per week with two (2) meals delivered on Friday to cover for the Saturday meal. CONTRACTOR shall have Saturday and Sundays off, as well as County Holidays as follows: New Year's, Martin Luther King Day, President's Day, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Federal General Election Day, Thanksgiving Day and Christmas Day. This is a personal Contract for services and CONTRACTOR may not assign or subcontract her duties hereunder, except on an occasional basis because of illness, vacation or some other temporary basis.

PAYMENT

DAWSON COUNTY will pay to the CONTRACTOR monthly for delivery of all meals with no consideration to the number. The meals for the congregate site are to be picked up at the Dawson County Senior Citizen Center. The CONTRACTOR will not receive any further consideration for mileage, except for mileage in any direction from the established service area beyond three miles by the most direct and convenient route. Mileage in excess of three-miles beyond the service area will be paid at the county rate. Mileage must be computed on actual driven miles and shall not be submitted on a per meal basis. As CONTRACTOR is an independent contractor, there will be no deduction from these payments. CONTRACTOR will be required to submit on a Dawson County Claim form a claim against the county for monies owed and the CONTRACTOR shall be responsible for submitting said claim form to the Dawson County Clerk and Recorder by the 25th of each month.

RELATIONSHIP OF PARTIES

The Parties intend that the services to be performed by the CONTRACTOR are those of an Independent Contractor. No agent, employee or servant of CONTRACTOR shall be, or shall be named to be, the employee, agent or servant of DAWSON COUNTY. DAWSON COUNTY is interested only in the results obtained under this Contract; the manner and means of conducting the work are under the sole control of CONTRACTOR provided the work is done in a good workman-like-manner, and provided the work is not assigned or subcontracted by CONTRACTOR. None of the benefits provided by DAWSON COUNTY toward its employees, agents or officers including, but not limited to compensation, insurance, unemployment insurance and retirement insurance benefits are available from DAWSON COUNTY to the employees, agents or servants of CONTRACTOR. The CONTRACTOR will be solely and entirely responsible for their acts, for the acts of her agents, employees, servants and any subcontractor during the performance of the Contract.

LIABILITY

DAWSON COUNTY shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse or failure of any vehicle used by CONTRACTOR or any of its employees or agents in the performance of their duties under this Contract. It shall be the responsibility of the CONTRACTOR to provide the necessary means to pick up and deliver the meals and CONTRACTOR accepts full responsibility for and AGREES to indemnify DAWSON COUNTY against any and all loss, liability and claims for the injury and damage whatsoever resulting from the use, misuse or failure of transportation equipment and spilling of food, whether such injury or damage to an employee or the property of CONTRACTOR, property of others, or other persons. FURTHERMORE, CONTRACTOR AGREES to indemnify DAWSON COUNTY against all liability or loss and against all claims or actions based upon or arising out of damage or injury or death, to persons or property caused by or sustained in

connection with performance of this Contract or by conditions created thereby, or based upon any violation of statute, ordinance or regulation and the defense of any such claims or actions. CONTRACTOR also AGREES to indemnify DAWSON COUNTY against all liability or loss in connection with and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to CONTRACTOR and its employees engaged in the performance of this Contract.