

## INDEPENDENT CONTRACTOR AGREEMENT BETWEEN KOOTENAI COUNTY AND MARK JONES

This Agreement is made between **KOOTENAI COUNTY**, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000 ("the County"), and **Mark Jones** ("the Contractor").

The parties agree as follows:

1. **Contract:** The County hereby engages the Contractor as an independent contractor to complete and perform the following project and work:

- a. The Contractor will provide direct supervision and mentoring of youth who have been suspended from school and have been placed by the Post Falls School District in the Alternative to Suspension (ATS) Community Services Program.
- b. The Contractor will transport youth and provide immediate work site supervision of youth assigned to the ATS Program. The Contractor shall maintain a valid driver's license at all times during the term of this Agreement.
- c. The Contractor will prepare various office forms necessary for case management.
- d. The Contractor will perform the role of a positive adult work mentor for youth assigned to the ATS Program.
- e. The Contractor will work with the Program Coordinator and Juvenile Probation Administrator in developing and building community resources and site opportunities for the ATS Program.
- f. The Contractor may also be called upon to perform other related duties as required.

2. **Time and Place of Performance:** The parties agree that the Contractor is an independent contractor who shall commence work in a timely manner and shall perform the duties set forth in this Agreement at the Kootenai County Juvenile Probation Department, 205 N. 4<sup>th</sup> Street, Coeur d'Alene, Idaho, and such other places as the County may designate.

3. **Compensation**: The County agrees to pay the Contractor, as compensation, a sum not greater than \$992.00 per week for a maximum of 32 hours per week, for up to 52 weeks.

4. **Independent Contractor**: The parties agree that the Contractor is an independent contractor and, as such, is not in any way an employee or agent of the County and is not entitled to Worker's Compensation or any benefits of employment provided by the County to its employees. Further, it is agreed that the County has no control over the performance of this Agreement by the Contractor except to specify the time and place of performance.

5. **Non-assignable**: The parties mutually agree that the County has entered into this Agreement to secure the personal services of the Contractor and, as such, this Agreement is not subject to transfer, assignment, or conveyance.

6. **Compliance with Laws**: The Contractor agrees to comply with all federal, state, city, and local laws, rules, and regulations as set forth by the courts in performance of this Agreement.

8. **Termination**: This Agreement may be terminated by written notice by either party prior to October 1, 2023. Because this position is funded through a grant awarded to the Post Falls School District, this Agreement will automatically expire when the grant funding ends or on September 30, 2023, whichever is earlier, if not previously terminated in writing by either party.

9. **Waiver of Liability**: Attached as **Exhibit A** hereto, and incorporated by reference herein, is a waiver of liability which governs the terms and conditions of this Agreement.

10. **General Provisions**: This Agreement supersedes and replaces any pre-existing contracts and agreements between the Contractor and the County. This Agreement contains the entire understanding and agreement between the parties, including any and all material terms agreed to between the Contractor and the County. If any provision is held to be unenforceable, then such provision shall be excluded without affecting the remaining provisions of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Leslie Duncan, Chairman

**ATTEST:**  
JIM BRANNON, CLERK

By: \_\_\_\_\_  
Deputy Clerk

DATED this 15 day of oct., 2023.

**CONTRACTOR**

  
\_\_\_\_\_  
Mark Jones

## General Release of Liability

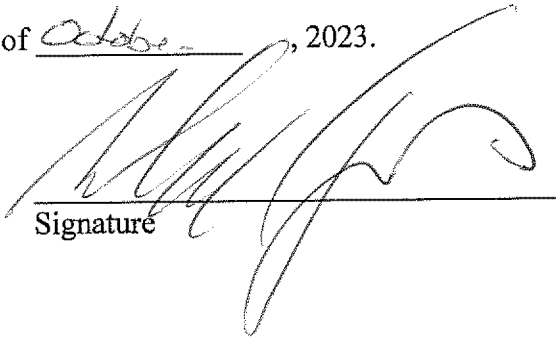
For and in consideration of my employment as an Independent Contractor with Kootenai County and in recognition of my own personal benefit from such program, I do hereby release Kootenai County, a political subdivision of the State of Idaho, and any and all other officers, employees, volunteers, agents, insurers, independent contractors and any elected or appointed officials of said County, individuals or entities affiliated with such persons and/or entities, from any and all civil liability, or any and all forms of injury which may arise as a result of my employment as an Independent Contractor.

I acknowledge that I understand there are many known and unknown dangers and/or risk associated with me participating in this program, and I grant a general release, for myself, my heirs, executors, administrators and assigns, and I waive, remise and forever discharge and release Kootenai County and any and all: officers, employees, volunteers, agents, insurers, independent contractors and any elected or appointed officials of said County, individuals or entities affiliated with such persons and/or entities, from any and all claims, several or otherwise, past, present, or future, which can or may ever be asserted as a result of any injuries or damages, physical, or mental, sustained by me while I am participating in said program in any way, including my coming and going from my employment as an Independent Contractor.

**I have read the foregoing and understand the terms of this agreement are contractually and legally binding, and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this agreement.**

I understand this release does not waive any rights I may have under the Worker's Compensation Laws of the State of Idaho, or any protection I may have under the Tort Claims Act; however, I also expressly understand and acknowledge this release does not create any rights not specifically and expressly provided to me Under the Workers' Compensation Laws or the Tort Claims Act.

Dated this 15 day of October, 2023.

  
\_\_\_\_\_  
Signature

**Certificate Prohibiting Contracts with China**

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

Mark Jones

COMPANY NAME

[Handwritten Signature]

AUTHORIZED SIGNATURE

Oct 10/23

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS:

**Alternative to Suspension Budget (ATS)  
2023-24 and summer 2024**

**- Item #1 – Proposed A.T.S. Budget School Year 2023-24**

1) Salary - ATS Coordinator (Mark Jones) - 32hrs/wk @ \$31.00  
@ 42 weeks Total = \$41,664.00

2) Program Expense/ Maintenance/ Fuel Total = \$1250.00

**Notes:**

Vehicle and program equipment is all accounted for, maintained accordingly, operable and in inventory. No new equipment is required. All is in good working order and in exceptional condition. This includes the replacement of our old program van with a fuel efficient 2017 model.

**2023-24 School Year A.T.S. Program = \$42,914.00**

**- Item #2 - Summer A.T.S. Program 2024:**

1) 10 weeks @ 26hr/wk = \$8060.00

2) Program Expense = \$350.00

**Notes:**

Aside fuel and small incidentals, we incur little expense to operate our summer initiative considering the number of students served, as well receive donation to offset expense.

**Summer 2022 Total = \$8,410.00**

**2023-24- Complete school year including summer 2024**

**= \$51,324.00** (In past years, these 2 items have been paid in separate installments September/June)