

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of 5th day of May 2026, by and between Yellowstone County, Montana, a political subdivision of the State of Montana (“County”), and Bruski Consulting, LLC (“Contractor”).

Recitals

A. County desires to retain Contractor to provide professional public information officer services in connection with County’s public outreach regarding the proposed jail expansion bond and levy to be considered at the November 3, 2026 general election.

B. Contractor represents that Contractor is engaged in an independently established business and is qualified to perform the services described in this Agreement.

C. The parties intend that Contractor perform the services as an independent contractor and not as an employee of County.

1. Engagement

County hereby engages Contractor, and Contractor accepts engagement, to provide public information officer services as set forth in this Agreement. Contractor shall perform the services in a professional, timely, manner consistent with applicable law and County direction regarding project goals and deadlines.

2. Scope of Services

Contractor shall provide public information and outreach services in support of County’s jail expansion bond and levy campaign, including:

- Developing factual, neutral, and public-facing messaging.
- Preparing content for website, social media, print, email, broadcast, and other media platforms.
- Drafting press releases, talking points, FAQs, scripts, graphics, and related communications.
- Assisting County with public education materials concerning the ballot issue.
- Coordinating publication schedules and media placement as directed by County.
- Monitoring outreach effectiveness and recommending revisions to communication strategy.
- Performing other services reasonably related to the foregoing as requested by County.

Contractor shall not engage in partisan political advocacy, candidate advocacy, or activity inconsistent with County’s lawful informational purposes.

3. Term

The term of this Agreement shall begin on May 5, 2026, and shall continue through November 3, 2026, unless earlier terminated or extended in writing by the parties. If County wishes to extend services beyond the original term, the parties shall execute a written amendment.

4. Compensation

County shall pay Contractor the following compensation:

Hourly rate: \$150.00 per hour, not to exceed \$50,000 without prior written approval

- Invoices shall be emailed to Melissa Williams, Chief Civil Attorney and Jen Jones, Finance Director for Yellowstone County.

Contractor shall submit itemized invoices within 30 days after the end of each month. Invoices shall describe the services performed, dates worked, and hours billed. County shall pay approved invoices in accordance with County's normal accounts payable procedures.

5. Independent Contractor Status

Contractor is an independent contractor and is not an employee, partner, agent, or joint venturer of County. County does not have the right to control the manner and means by which Contractor performs the work, except as to final results, deadlines, legal compliance, and approval of deliverables.

Contractor is solely responsible for:

- All federal, state, and local taxes.
- Workers' compensation coverage, unemployment insurance, and any other insurance required by law.
- Business licenses, permits, registrations, and professional obligations.

6. Materials and Equipment

Unless otherwise agreed in writing, Contractor shall furnish Contractor's own equipment, software, phone, computer, internet access, and other tools necessary to perform the services. County will provide access to County information, branding, photographs, factual materials, and other resources as needed.

7. County Approval

All public-facing content, paid placements, media buys, and official statements prepared under this Agreement shall be subject to prior approval by County or County's designated representative before publication or distribution. County may require revisions to ensure factual accuracy, legal compliance, tone, and consistency with County policy.

8. Compliance With Law

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including:

- Montana campaign communication and attribution requirements.
- Montana public records, privacy, and confidentiality laws.
- County purchasing and procurement requirements.
- Copyright and trademark laws.
- Any applicable rules governing election communications involving ballot issues.

9. Confidentiality

Contractor shall keep confidential all nonpublic information obtained through the performance of this Agreement, except as disclosure is required by law or authorized in writing by County. This obligation survives expiration or termination of this Agreement.

10. Non-Discrimination

Contractor shall not discriminate against any person on the basis of race, color, religion, creed, sex, pregnancy, age, national origin, disability, marital status, sexual orientation, gender identity, political affiliation, or any other status protected by law.

11. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its commissioners, officers, employees, and agents from claims, damages, liabilities, and expenses arising out of Contractor's negligent acts, willful misconduct, breach of this Agreement, or violation of law.

12. Termination

County may terminate this Agreement upon written notice to Contractor if County determines that termination is in the County's best interest. County may also terminate immediately for material breach, unlawful conduct, failure to comply with election law, or loss of required certification or insurance.

Upon termination, County shall pay Contractor only for services actually performed and accepted through the termination date, subject to any applicable offsets or deductions.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and understandings. Any amendment must be in writing and signed by both parties.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

15. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

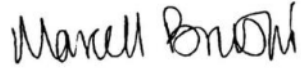
Yellowstone County

By: _____

Name: Commissioner Mark Morse

Title: Yellowstone County Commissioner Chair

Date: _____



By: _____

Name: Marcell Bruski

Its: Manager

Date: 4/27/26 _____