

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
August 7, 2025
9:30 AM**

Members

Lawrence Big Hair, Presiding Officer
George Real Bird III, Member
Larry Vandersloot, Member

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, Commissioner Real Bird, member, and Commissioner Vandersloot, member were all in attendance. Heather Ready, Deputy County Attorney, Mike Opie, Accountant, and Victoria Olson, Detention Administrator, were also in attendance.

3. Claim Approvals

Commissioner Real Bird entertained a motion to approve Claims 1047. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes July 31, 2025. The motion was seconded by Commissioner Real Bird and passed unanimously.

5. Personnel/Legal

6. Old Business

Social Media Policy

Heather Ready, Deputy County Attorney presents social media policy. Commissioner Vandersloot entertained a motion to approve resolution 2025-23. The motion was seconded by Commissioner Real Bird and passed unanimously.

Soap Creek

Commissioner Vandersloot explains there's no gravel for the road department to utilize for this project. Once approved, there will be a change order for \$37,000 for fill. Commissioner Vandersloot entertained a motion to approve the contract with TCA group. The motion was seconded by Commissioner Real Bird and passed unanimously. Commissioner Vandersloot entertained a motion to approve the notice to proceed. The motion was seconded by Commissioner Real Bird and passed unanimously.

7. New Business

EMPG Hazard Mitigation Plan

Commissioner Vandersloot entertained a motion to approve resolution 2025-24. The motion was seconded by Commissioner Real Bird and passed unanimously.

Erin McCleary Big Horn Center Room Agreement

Heather Ready, presents the lease agreement for Commissioner Real Bird entertained a motion to approve the lease agreement with Erin McCleary for the use of an office space at the Big Horn Center. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Paytel Termination

Heather Ready, Deputy County Attorney, explains that detention has a number of issues with pastel not providing support for the phones and tablets for the jail. Victoria Olson, Detention Administrator, explains in detail all the correspondence with the company. The contract doesn't expire until October 2026, but pursuant to the agreement, they can send notice giving them 30 days to fix the issues. If they respond, they have 90 days to fix all issues.

AWOS Renewal

Commissioner Vandersloot entertained a motion to approve Awos Renewal. The motion was seconded by Commissioner Real Bird and passed unanimously.

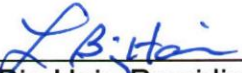
8. Public Comments

9. Discussion

No one responded to the notice for vacancies on the City-County Planning board. The next step will be for the board to appoint 3 members. Discussion over where they need to reside ensues. Heather Ready, Deputy County Attorney, provides a map of the area. The commissioners will appointment next week.

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 23

PREAMBLE:

A Resolution of the Board of Commissioners of Big Horn County adopting the Big Horn County Public Speech and Social Media Policy.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provision is made by law.

Pursuant to MCA 7-5-2102, the board of county commissioners has jurisdiction and power, under such limitations and restricts as are prescribed by law, to make and enforce such rules for its government, the preservation of order, and the transaction of business as may be necessary.

The Board desires to put a policy in place to clarify who may make policy statements on behalf of the County or a County department.

The Board also desires to adopt a policy to address when employees may be disciplined for making inappropriate posts on social media.

THEREFORE:

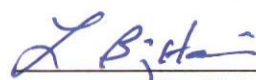
The Board of Commissioners of Big Horn County hereby resolves to adopt the Big Horn County Public Speech and Social Media Policy.

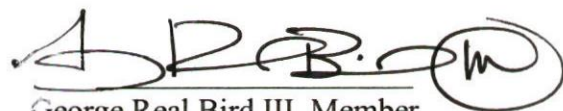
The Board further directs the Human Resources Department to disseminate the Big Horn County Public Speech and Social Media Policy to all County elected officials and employees, in accordance with County policy.

ENACTED:

This 7th day of August, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA


Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

ATTEST:


Peri Schenderline
Deputy Clerk and Recorder

Big Horn County
Public Speech and Social Media Policy

Official County Policy Positions: Employees shall not express anything in any public forum representing their statements as an official County policy position without specific permission from their Department Head/Elected Official. In the case of the Board of County Commissioners, permission must be obtained by a majority. This policy does not apply to speech made as a private citizen on matters of public concern. More restrictive rules may apply to law enforcement personnel and/or adopted by a Department Heads/ Elected Officials for their department.

Inappropriate Social Media Content Prohibited: Content contributed to social media by County employees may not include statements that are inappropriate because they are discriminatory, threaten violence, are obscene or otherwise disparage members of the public or co-workers.

An employee's online conduct that adversely affects their job performance, the performance of fellow employees or otherwise adversely affects the County's legitimate business interests may result in disciplinary action up to and including termination. All instances must be judged on a case-by-case basis.

Nothing in this policy should be construed as prohibiting an employee's right to engage in concerted activity or to discuss the terms and conditions of their work as permitted by law.

SECTION 00520
AGREEMENT FORM
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Big Horn County, a Political Subdivision of the State of Montana ("Owner") and TCA Group, Inc ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of a new single-span prestressed concrete bridge, 48' x 27'-2", on Soap Creek Road over the Big Horn Canal, in Big Horn County, MT. Improvements consist of, but are not limited to, substructure construction, superstructure construction, road re-alignment construction, and removal and disposal of the existing bridge.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Soap Creek Bridge Replacement
Big Horn County, MT

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Stahly Engineering & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Adam Hagel, PE.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.03 *Contract Times: Days*

A. The Work will be substantially complete by **December 12th, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 10 days after the date of substantial completion.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$0.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$468,195.50.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate allowed by law at the place of the Project.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Soap Creek Road Improvements.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Prestressed Beam Shop Drawings
 - b. TERO Regulations
 - c. Soap Creek USACE Permit
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others

at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Big Horn County
(typed or printed name of organization)

By: L. B. Hain
(individual's signature)

Date: _____
(date signed)

Name: Lawrence B. Hain
(typed or printed)

Title: Presiding Commissioner
(typed or printed)

Attest: Pari Schenderline
(individual's signature)

Title: Administrative Assistant
(typed or printed)

Address for giving notices:

Po Box 908
Hardin, MT 59034

Designated Representative:

Name: AT Espinoza
(typed or printed)

Title: Road Superintendent
(typed or printed)

Address:

Po Box 908
Hardin, MT 59034

Phone: 665-9863

Email: aespinoza@bighorncountymt.gov

Contractor:

TCA Group Inc.
(typed or printed name of organization)

By: Greg Benjamin
(individual's signature)

Date: 7/3/2025
(date signed)

Name: Greg Benjamin
(typed or printed)

Title: President
(typed or printed)

(If TCA Group, Inc. is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Darby Wells
(individual's signature)

Title: Darby Wells, Accounting
(typed or printed)

Address for giving notices:

2223 Montana Ave. Ste. 201
Billings, MT 59101

Designated Representative:

Name: Spencer Jovick
(typed or printed)

Title: Project Superintendent
(typed or printed)

Address:

2223 Montana Ave. Ste. 201
Billings, MT 59101

Phone: 406-231-9576

Email: sjovick@tcagroup.net, cc dwells@tcagroup.net

License No.: CR 264893
(where applicable)

State: Montana

NOTICE TO PROCEED

Owner: Big Horn County Owner's Project No.: MT-TSEP-CG-21-801
Engineer: Stahly Engineering Engineer's Project No.: 1193-18P19
Contractor: TCA Group, Inc Contractor's Project No.:
Project: Soap Creek Road Improvements
Contract Name: Soap Creek Road Improvements
Effective Date of Contract: 8/7/25

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The project must be substantially complete on December 12th, 2025; and the number of days to achieve readiness for final payment is 10 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of December 22nd, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: Big Horn County

By (signature): L B; Hair

Name (printed): Lawrence Big Hair

Title: Presiding Officer

Date Issued: 8/7/25

Copy: Engineer

CHANGE ORDER NO.:1

Owner: Big Horn County
Engineer: Stahly Engineering
Contractor: TCA Group, Inc
Project: Soap Creek Road Improvements
Contract Name: Soap Creek Road Improvements
Date Issued: August 7, 2025
Effective Date of Change Order: August 11, 2025

Owner's Project No.: MT-TSEP-CG-21-801
Engineer's Project No.: 1193-18P19
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description: *The Contractor shall supply (purchase and deliver) 1,610 cubic yards of Import Fill to the Soap Creek project site. Big Horn County will no longer be responsible for supplying this material for the Contractor.*

Attachments: None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 468,195.50	Original Contract Times: Substantial Completion: <u>December 12, 2025</u> Ready for Final Payment: <u>December 22, 2025</u>
Increase this Change Order: \$ 37,385.00	No change to Contract Times this Change Order:
Contract Price incorporating this Change Order: \$ 505,580.50	Contract Times with all approved Change Orders: Substantial Completion: <u>December 12, 2025</u> Ready for Final Payment: <u>December 22, 2025</u>

Recommended by Engineer (if required)

By: Adam Hegel
Title: Bridge Department Technical Lead
Date: 8/7/25

Accepted by Contractor

By: Ray T. Bryan
Title: President/CEO
Date: 8/7/25

Authorized by Owner

By: A. Bjork
Title: Presiding Officer
Date: 8/7/25

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 24

PREAMBLE:

A Resolution of the Board of Commissioners of Big Horn County adopting the 2024 Eastern Montana Region Hazard Mitigation Plan.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provision is made by law.

The Big Horn County Board of Commissioners recognizes the threat that natural hazards pose to people and property within our community.

Undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences.

An adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency pre- and post- disaster mitigation grant programs.

Big Horn County is located within the Planning Area, and fully participated in the mitigation planning process to prepare this Hazard Mitigation Plan.

The Montana Disaster & Emergency Services and Federal Emergency Management Agency, Region VIII officials have reviewed the 2024 Eastern Montana Region Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body.

THEREFORE:

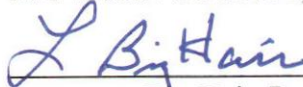
The Board of Commissioners of Big Horn County hereby resolves to adopt the Eastern Montana Region Hazard Mitigation Plan, as an official plan.

The Board further resolves that Big Horn County will submit this adoption resolution to the Montana Disaster & Emergency Services and Federal Emergency Management Agency, Region VIII officials to enable the Plan's final approval.

ENACTED:

This 7th day of August, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



Lawrence Big Hair, Presiding Officer

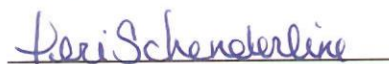


George Real Bird III, Member



Larry Vandersloot, Member

ATTEST:



Peri Schenderline
Deputy Clerk and Recorder

Lease Agreement

THIS LEASE AGREEMENT is made effective the 7th day of August, 2023, by and between Big Horn County (COUNTY), a political subdivision of the State of Montana, P.O. Box 908, Hardin, MT and Erin McCleary, LCSW (MCCLEARY), 237 Kurt Eben Lane, Hardin, MT 59034.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Identification of Leased Premises. Upon and subject to the terms, provisions, limitations, covenants, agreements and conditions hereinafter set forth, COUNTY hereby leases and demises unto MCCLEARY, and MCCLEARY hereby takes and hires the space commonly known and referred to as Big Horn Center, Room 107, together with the right to use, for ingress and egress, the parking areas, roads and driveway attached (all hereinafter referred to as the "Leased Premises").

2. Term. The primary term of this Lease shall be one year beginning on the 1st day of September, 2025 (the "Commencement Date") and expiring on the 31st day of August, 2026 (the "Expiration Date"). This Lease shall automatically renew annually.

If either Party wishes to terminate the lease, it must provide the other Party with a thirty-day written notice.

3. Rent. MCCLEARY shall pay as rent the total fixed sum of Four Hundred Dollars (\$400) per month. The rent shall be paid on or before the first day of each month.

4. Delivery of Premises and Maintenance. COUNTY shall deliver to MCCLEARY possession of the Premises in "as-is where-is" condition.

5. Care of Leased Premises by MCCLEARY. MCCLEARY will not commit any waste of the Leased Premises, nor use or permit the use of the Leased Premises in violation of any present or future law of the United States or the State of Montana, or in violation of any municipal ordinance or regulation applicable thereto. MCCLEARY shall promptly provide COUNTY with a copy of any notice received from any such authority.

6. Indemnity Agreement. MCCLEARY covenants with COUNTY that COUNTY shall not be liable for any damage to property or injury or death of any person during the term of this Lease, by reason of the use, occupancy and enjoyment of the Leased Premises by MCCLEARY or any person thereon or holding under said MCCLEARY; that MCCLEARY will indemnify and save harmless the COUNTY from all liability whatsoever including attorney fees and costs, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use or occupancy of the Leased Premises and its facilities, but the MCCLEARY shall not be liable for damage or injury occasioned by the negligence of the COUNTY and its designated agents, servants or employees. MCCLEARY agrees to give notice promptly to COUNTY of any action, proceeding or suit against the COUNTY or MCCLEARY

involving the Leased Premises.

7. Damage and Destruction of Leased Premises. In the event the Leased Premises is damaged by fire or other casualty, as to become unfit for occupation, the Lease Agreement shall become null and void from the date of such damage. MCCLEARY shall immediately surrender the Leased Premises to the COUNTY.

8. Signs. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Premises and visible from the exterior of the Big Horn Center, or visible from the exterior of the Leased Premises, shall comply with existing local regulations governing advertising. Upon the termination or expiration of the Lease Agreement, the signs, letterings, pictures, notices or advertisements installed will be removed and any repairs made by the MCCLEARY, at MCCLEARY'S sole expense.

9. COUNTY'S Right To Examine Leased Premises. MCCLEARY shall permit COUNTY'S agents and representatives to enter into and upon the Leased Premises, or any part thereof, at any reasonable hour, for the purpose of examining the same, or making such repairs or alterations as COUNTY deems appropriate. In the event COUNTY needs access to MCCLEARY'S space during non-business hours, COUNTY shall give notice of its intention to enter at least twenty-four (24) hours prior to entry. MCCLEARY shall have the right to be present during such entry. In the event of an emergency, COUNTY may enter the Leased Premises without having first received MCCLEARY'S permission.

10. Quiet Enjoyment. COUNTY covenants that if and so long as MCCLEARY pays the rent and performs the terms, covenants, and conditions applicable to it, MCCLEARY shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of this Lease and any subsequent renewals.

11. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified, amended, altered or restated, except in writing signed by all the parties.

12. Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Based on the location of all parties, a facsimile or email attachment containing a signature of one or more of the parties hereto shall be deemed an original.

13. Captions & Headings. The headings and captions in this Lease Agreement are for convenience of reference only and shall not affect the meaning, substance or construction of any of the provisions or terms of this Lease Agreement.

14. No Waiver. Any indulgence, forbearance or waiver by a party of any obligation of another party under this Lease Agreement, or breach, shall not constitute or require a waiver of a subsequent breach of any sort, or extend any time for performance.

15. Construction. Whenever the singular number is used in this Lease Agreement and

when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

16. Notice. Any notice or other communication required or permitted under this Lease Agreement shall be in writing and delivered by one of the following methods: (i) personal delivery, (ii) deposited in the United States mail, certified or registered, return receipt requested, addressed as set forth below, or (iii) delivered to a private delivery service, such as Federal Express, addressed as set forth below:

TO COUNTY:

Big Horn County Board of Commissioners
P.O. Box 908
Hardin, MT 59034

TO MCCLEARY:

Erin McCleary, LCSW
237 Kurt Eben Lane
Hardin, MT 59034

Notice shall be deemed to be given upon the date of delivery in person or by private delivery service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. Any party may change its address by giving written notice of the change to the other parties in the manner provided in this section.

17. Attorney Fees and Governing Law. In the event of a dispute arising hereunder, each party shall be responsible for their own attorney's fees and costs. In the event a dispute arises under this Lease Agreement, the dispute shall be governed and determined by the laws of the State of Montana in effect at the time of this Lease Agreement. All parties submit to the jurisdiction and venue of the Montana Twenty-Second Judicial District, Big Horn County.

18. Severability. If any provision of this Lease Agreement or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Lease Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

19. Heirs, Successors, & Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, and to the extent permitted by this Lease Agreement, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement consisting of 4 pages effective the date appearing on Page 1.

**BIG HORN COUNTY
BOARD OF COMMISSIONERS**



Lawrence Big Hair, Presiding Officer



Larry Vandersloot, Member



George Real Bird III, Member

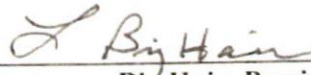
Attest: 

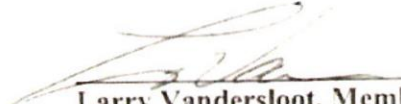
Deputy Clerk and Recorder

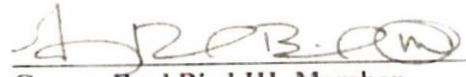
MCCLEARY

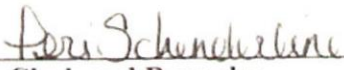
Erin McCleary, LCSW

BIG HORN COUNTY
BOARD OF COMMISSIONERS


Lawrence Big Hair, Presiding Officer


Larry Vandersloot, Member


George Real Bird III, Member

Attest: 
Deputy Clerk and Recorder

MCCLEARY


Erin McCleary, LCSW



BIG HORN COUNTY

BOARD OF COUNTY COMMISSIONERS

August 7, 2025

PayTel Communications
P.O. Box 8179
Greensboro, NC 27419

Via Certified Mail

To Whom it May Concern:

This letter serves as written notice, pursuant to Section 8.1 of the Master Service Agreement, that PayTel has materially failed to perform its obligations under the Master Service Agreement, as set forth herein. Big Horn County entered into a Master Service Agreement dated June 6, 2016, which was modified by an Addendum and Amendment Number 2, both dated September 6, 2022 (collectively the "Agreement"). The term of the Master Service Agreement expires on October 25, 2026. Pursuant to Amendment 2 to the Master Services Agreement, PayTel is responsible for providing tablets to provide functions including inmate phone application, incentive-based education, commissary ordering, and PayTel Lending Library. PayTel is also responsible for providing three inteleVISIT Kiosks configured to provide on-site and remote paid visitation. PayTel is responsible for installation, training, and for provisioning the internet bandwidth necessary to support these functions at the Big Horn County Detention Center ("Detention Center").

- I. PayTell represents that it has fixed technical issues interfering with inmate use of the equipment when the issues have not been resolved.

PayTel's response to the recent system wide outage highlights PayTel's history of representing that it has fixed technical issues when the problems are ongoing. On May 27, 2025, the Detention Center received notification from PayTel that a system-wide outage occurred at around 5:30 AM. On May 29 at 8:30 AM, notification was received that service to the wall phones had been restored at 8:00 PM EST on May 28, but that PayTel was still working to restore additional services. On May 30, a System Restoration Update was received stating that the IntelPhone (voice calls) service had been restored and that PayTel had made substantial progress in restoring tablet-related applications. On May 31 at 12:00 PM, Officer Meachem submitted Ticket 2102 stating that the wall phones at the Detention Center worked for about two hours and only a couple are working. The phones that were working were very slow and the tablets were still not working.

Po Box 908, Hardin, MT 59034

Office: (406) 665-9700 • bighorncountymt.gov • bighorncounty@bighorncountymt.gov

On June 1, a System Restoration Update was received stating that the inteleVISIT video visitation services had been fully restored. On June 2, a System Restoration Update was received stating that additional services had been restored. On June 3, the Detention Center received an email stating that most of the services, including video visitation and visitation phones were back online. On June 4, a Service Restoration Update was issued which stated that additional services had been restored. On June 5, Officer Meachem replied to the June 3 email and informed PayTel that none of the services that were listed as online in the June 3 email were working in Big Horn County. Copies of the correspondence between PayTel and the Detention Center have been attached as Exhibit A.

II. PayTel's Technical Support Team often does not promptly respond to tickets initiated by the Detention Center and its solutions often do not resolve the problem.

Officer Terry Meacham serves as the Detention Center's liaison for PayTel. Officer Meacham detailed the problems that he has had getting responses to his ticket submissions in his statements, which have been attached as Exhibits B and C. On January 8, 2025, Ticket 117087 was generated in response to the Detention Center's complaint about connectivity issues with tablets during video visitation (lagging and dropped calls). On January 9, the Detention Center's firmware was updated and the ticket closed. On January 13, the Detention Center submitted another service request (Ticket 117406) as an attorney's office had complained that calls were being dropped and there were problems with the connection.

When Officer Meacham has called PayTel, he has been told on multiple occasions that the problem has been fixed, only to have the problem keep reoccurring. On May 15, 2025, Officer Meacham's statement (Exhibit C) details that he made three calls to the help desk and was told each time that a tech would call him back; however, he received no return call from a tech. The phones and tablets are cutting in and out. The Detention Center has continued issues with PayTel stating that a problem is fixed, only to have it reoccur shortly thereafter.

III. PayTel has materially breached the Agreement by failing to provide equipment in good working order that provides the services set forth in the Agreement.

Pursuant to Section 6.1, PayTel agreed to provide, install, and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A. As set forth in Section 6.9, PayTel agrees to maintain its equipment in good operating condition. In the Agreement, PayTel states that it commits to a proactive approach to service and support, including preventative maintenance and routine repairs of phone instruments. However, PayTel's equipment routinely malfunctions and the equipment is not fixed in a timely manner.

PayTel has materially breached the Agreement by failing to provide inteleTABLETs that are in good working order so that inmates may make phone calls and utilize the other services (education, entertainment, commissary ordering, etc.). As evidenced by Officer Meacham's statements, multiple emails and calls often have to be made to PayTel to get a response. Emails to the help desk are often not returned.

The number of system outages and the inability of PayTel to quickly remedy the outages and other technical issues, impedes the ability of inmates to make necessary phone calls and utilize the other services the County contracts with PayTel to provide to the Detention Center. Because PayTel has

failed to maintain its equipment in good operating condition, as required by Section 6.9 of the Agreement, PayTel has materially breached the Agreement.

IV. Due to PayTel's material breach, the County has initiated the process set forth in the Agreement for termination.

As previously stated, this letter serves as written notice, pursuant to Section 8.1, that PayTel has materially failed to perform its obligations under the Agreement. Pursuant to Section 8.1, PayTel shall have thirty (30) business days to cure the defaults. This period shall be extended for an additional ninety (90) days if such cure has begun and is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Should PayTel fail to cure the default, the Agreement shall be terminated.

Sincerely,

Lawrence Big Hair
Presiding Officer

George Real Bird III
Member

Larry Vandersloot
Member

Enclosures

Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Thursday, June 26, 2025 2:01 PM
To: Victoria Olson
Subject: Pay Tel Communications - System Outage Update



System Outage Update

Dear Pay Tel Clients:

We are reaching out to provide an update on the recent system outage at Pay Tel Communications ("Pay Tel"). As you are aware, Pay Tel as a whole began experiencing technical difficulties on May 27, 2025, which resulted in a system outage involving certain business services, applications, and systems. Since the outage, we have been working diligently to ensure a swift and seamless recovery.

As you know, at this point, we have successfully restored critical systems and continue to work toward returning all systems to normal operations. Concurrent with our restoration efforts, we launched an investigation into the source of the system issues with the assistance of third-party subject matter specialists. While this investigation is ongoing, we have determined that certain Pay Tel systems were impacted by a cybersecurity incident. We have taken precautionary measures to contain the incident and have implemented additional tools to augment existing security controls. At this time, we have no reason to believe that client systems are at direct risk.

Pay Tel recently learned that the criminal actor involved has posted notice of this incident to the dark web and made claims that they possess a subset of the data we maintain on our network. We are reviewing this development as part of our investigation, including the extent



to which any client information is impacted. We have also reported this incident to federal law enforcement.

We appreciate your patience and understanding as we continue to respond and investigate this incident. If you have any questions or concerns regarding this incident, please do not hesitate to reach out to Chief Financial Officer, Alan Mullis at amullis@paytel.com or Chief Operating Officer, Amanda Jarrell at ajarrell@paytel.com.

Sincerely,
Pay Tel



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Pay Tel Communications, Inc. PO Box 8179 Greensboro, NC 27419 USA

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Re: Pay Tel Outage-Please respond

From: Terry Meachem <tmeachem@bighorncountymt.gov>
 Date: Thu 6/5/2025 9:00 AM
 To: Megan McCooley <MMcCooley@paytel.com>

none of these are working in big horn county, montana

From: Megan McCooley <MMcCooley@paytel.com>
 Sent: Tuesday, June 3, 2025 9:08 AM
 To: Tracy Smith <TSmith2@paytel.com>
 Subject: Pay Tel Outage-Please respond

Good morning,

Our team has been working diligently to ensure a swift and seamless recovery from our recent outage. We appreciate you and your staff being so patient. I wanted to touch base and ensure the below products and services are currently working and that you are not experiencing any issues with services we have already restored. As you can imagine, our ticketing system has been overwhelmed with tickets, and we would request that you reply all to this email and let us know if any of the below services at your facility are not working, that states it should be.

We would also like to take this time to ensure everyone at your facility that needs outage updates can be added to our contact list. Please let us know if there are others that need to get updates in the future that have not gotten updates for this outage. Include their email address please.

Thank you!

Admin Site/Facility Admin Portal	Online	Restored as of 3pm 5/30: ITS only and will need to use a direct link. Features still not yet available: Live Monitoring, Listening to Ca
Customer App / Pay Tel Connect	Online	Restored as of 5pm 5/30.
Video Visitation	Online	Restored as of 3:30 6/1.
Messaging	Online	Restored as of 2pm 5/31.
Visitation Phones (Face-2-Face)	Online	
InteleTABLET	Online	launcher/login: Testing this now (5/29 17:00) (Brought online at 5/30 16:24).
InteleTABLET - Apps	Partial	Restored as of 5pm 5/30: IntelePHONE; PTA:education (Please note: Entertainment content is still pending restoration; however, education c available); E-book Lending Library; Law Library; Commissary; Grievances and Medical Requests; Briefcase.
Wall Phones	Online	
InteleSCAN	Partial	Restored as of 5pm 5/30: Receiving new photos. New mail scanning delivery not yet available
Vendor Services / Inmate Data Files	Online	
Entertainment	Offline	Offline
Station Controllers	Offline	Offline
Mitel Phone System (family & friends calling to Pay Tel customer service)	Online	Fully restored (5/30 18:00) -

Megan



Service Driven, Tech Centered,
People Focused

Megan McCooley
Client Account Manager

336-852-7419, ext. 385
980-402-5694

[...../mmcghee/AppData/Local/Microsoft/Windows/InternetCache/Content.Outlook/UUP2GGHA/paytel.com]paytel.com

Support
800-729-0644
help@paytel.com

This email and any attachments to it are confidential and are intended solely for the use of the individuals to whom it is addressed. If you are not the intended recipient of this email, you must not take any action based upon its contents and are required to immediately delete it. Under no circumstance are you

authorized to copy or show it to anyone. Please contact the sender if you have any reason to believe you have received this email in error. The recipient should always check emails and any attachments for the presence of viruses and Pay Tel Communications, Inc. accepts no liability for recipient's failure to do so.

Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Wednesday, June 4, 2025 6:38 PM
To: Victoria Olson
Subject: Service Restoration Update



Service Restoration Update

We are pleased to share our continued progress in the restoration of services impacted by the recent system outage. Our team has been working diligently to ensure a swift and seamless recovery.

Additional Services Restored:

- **InteleSCAN:** new mail item delivery.
- **Vendor Services (FTP File Transfers):** Restoration has been completed for all clients.
- **Entertainment Application:** All content types with the exception of movies and audiobooks

Services Pending Restoration:

We remain focused on restoring the following services:

- Pathway to Faith app
- Entertainment: Movies and Audiobooks

We truly appreciate your continued patience and understanding as we work to bring all systems back online. Please know that supporting your operations and ensuring service continuity remain our highest priorities.

Respectfully,
The Pay Tel Team



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Victoria Olson

From: Megan McCoey <MMcCoey@paytel.com>
Sent: Tuesday, June 3, 2025 9:08 AM
To: Tracy Smith
Subject: Pay Tel Outage-Please respond

Good morning,

Our team has been working diligently to ensure a swift and seamless recovery from our recent outage. We appreciate you and your staff being so patient. I wanted to touch base and ensure the below products and services are currently working and that you are not experiencing any issues with services we have already restored. As you can imagine, our ticketing system has been overwhelmed with tickets, and we would request that you reply all to this email and let us know if any of the below services at your facility are not working, that states it should be.

We would also like to take this time to ensure everyone at your facility that needs outage updates can be added to our contact list. Please let us know if there are others that need to get updates in the future that have not gotten updates for this outage. Include their email address please.

Thank you!

Admin Site/Facility Admin Portal	Online	Restored as of 3pm 5/30: ITS only and will need to use a direct link. Features still not yet available: Live Monitoring, Listening to Calls, f
Customer App / Pay Tel Connect	Online	Restored as of 5pm 5/30.
Video Visitation	Online	Restored as of 3:30 6/1.
Messaging	Online	Restored as of 2pm 5/31.
Visitation Phones (Face-2-Face)	Online	launcher/login: Testing this now (5/29 17:00) (Brought online at 5/30 16:24).
InteleTABLET	Online	Restored as of 5pm 5/30: IntelePHONE; PTA-education (Please note: Entertainment content is still pending restoration; however, education cred
InteleTABLET - Apps	Partial	Lending Library; Law Library; Commissary; Grievances and Medical Requests; Briefcase.
Wall Phones	Online	
InteleSCAN	Partial	Restored as of 5pm 5/30: Receiving new photos. New mail scanning delivery not yet available

Vendor Services / Inmate Data Files	Online	
Entertainment	Offline	Offline
Station Controllers	Offline	Offline
Mitel Phone System (family & friends calling to Pay Tel customer service)	Online	Fully restored (5/30 18:00) -

Megan



Megan McCooley
Client Account Manager

336-852-7419, ext. 385
980-402-5694
paytel.com

Support
800-729-0644
help@paytel.com

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Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Monday, June 2, 2025 12:28 PM
To: Victoria Olson
Subject: System-Wide Restoration Update



System Restoration Update

We are pleased to share continued progress in the restoration of services impacted by the recent system outage. Our team has been working diligently to ensure a swift and seamless recovery.

Additional Services Restored:

- **Customer IVR Phone Line:** The Interactive Voice Response system is now fully operational, offering friends and family an additional method to engage with Pay Tel for support.
- **iweb & HomeWAV Video Visitation:** Data feeds enabling access for newly booked detainees have been successfully restored.
- **Vendor Services (FTP File Transfers):** Restoration has been completed for the majority of client locations. This includes:
 - Inmate data feeds
 - Call enablement for new detainees
 - Debit transfers
 - Booking-related activities

At this time, services remain pending for three client locations. We are actively coordinating with the few remaining external vendors needed to complete their service restarts.

Key Services Pending Restoration:

We remain focused on restoring the following high-priority services:

- **Vendor Services for 3 Clients:** Pending support from external vendors to complete FTP restoration.
- **InteleSCAN:** Restoration of new mail item delivery.
- **Entertainment Application:** Service is currently being addressed.

We truly appreciate your continued patience and understanding as we work to bring all systems back online. Please know that supporting your operations and ensuring service continuity remain our highest priorities.

Respectfully,
The Pay Tel Team



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Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Sunday, June 1, 2025 4:04 PM
To: Victoria Olson
Subject: System-Wide Restoration Update



System Restoration Update

Pay Tel's Technical Team continues to work around the clock to restore all impacted services. We are actively monitoring system performance to ensure that restored services are functioning at optimal levels. Steady progress is being made, and we are pleased to share the latest developments:

Additional Services Restored:

- **Video Visitation (inteleVISIT):**

As of 3:30 PM EST, video visitation services have been fully restored for all clients utilizing Pay Tel's inteleVISIT platform.

- **iweb & HomeWAV Video Visitation:**

Detainees who were already booked into your system prior to the outage can now access video visitation services. However, newly booked detainees are not yet able to use these services. This issue is limited to iweb and HomeWAV clients. We are actively working to restore the inmate data feed to these systems and will provide updates as progress is made.

- **Vendor Services (FTP File Transfers):**

Services have been successfully restored for all but 7 client locations. This includes:

- Inmate data feeds

- Call enablement for new detainees
- Debit transfers
- Booking-related activities

For the remaining 7 locations, we are awaiting a service restart from a small number of external vendors. We have reached out and are currently coordinating their support to complete restoration.

Key Services Pending Restoration

We continue to prioritize the recovery of the following high-impact services:

- Vendor Services for 7 Clients (awaiting external vendor support for FTP restoration)
- Video Visitation (iweb and HomeWAV – new detainees only)
- IntelSCAN (restoration of new mail item delivery)
- Entertainment Service

We understand how critical these services are to your daily operations and to the detainees and families you support. Please know that full restoration remains our top priority, and we are committed to keeping you informed every step of the way.

Thank you for your continued partnership and patience.

Respectfully,

The Pay Tel Team

The Pay Tel logo, featuring the text "PAY·TEL" in a bold, sans-serif font, followed by three curved lines representing a signal or wave.

We have received your Help Desk Ticket#2102 service

From Pay Tel Technical Support <help@paytel.com>

Date Sat 5/31/2025 10:00 AM

To Terry Meachem <tmeachem@bighorncountymt.gov>

--REPLY above this line to respond--

Hello Terry,

Your Help Desk Ticket 2102 has been logged.

Thank you for contacting the **Pay Tel - Technical Support Team**. This is an automated response confirming the receipt of your Help Desk Ticket request.

One of our Technical Support Team members will contact you as quickly as possible if additional information is needed to troubleshoot and/or resolve your issue. If this issue is more urgent or if you wish to speak to us directly, please contact us at 1-800-729-0644 and select option #2.

When replying, please make sure that the ticket ID is kept in the email subject line to ensure that your replies are tracked appropriately.

- **Ticket ID:** 2102
- **Logged by:** Terry Meachem
- **Subject:** service
- **Status:** NEW
- **Description:** Sat 5/31/2025/12:00 PM UTC-04/ Terry Meachem
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, our phones worked for about 2 hours and only a couple of phones are working. Those that are the complaint is they are very slow to work. Our tablets are still not up and running.

Thank you for your patience.

Your Pay Tel Technical Support Team

Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Friday, May 30, 2025 6:57 PM
To: Victoria Olson
Subject: System-Wide Restoration Update



System Restoration Update

May 30, 2025 – 8:30 PM EST

We are pleased to provide the following update as we continue making progress in restoring services following the recent outage. Our team has been working diligently, and we're encouraged by the advancements made so far.

1. Tablet Applications & Services

We have made substantial progress in restoring tablet-related applications. As of 5:00 PM EST, the following services are now operational:

- 2. intelTABLET launcher/login**
- 3. IntelPHONE (voice calls)**
- 4. Pathway To Achieve™ education** (Please note: Entertainment content is still pending restoration; however, education credits earned during this time will be redeemable once entertainment services are available)
- 5. E-book Lending Library**
- 6. Law Library**
- 7. Commissary**
- 8. Grievances and Medical Requests**
- 9. Briefcase**

10. Consumer Web – Pay Tel Connect App

The Pay Tel Connect App has been restored. Friends and Family can now resume using key features, such as adding funds and maintaining communication with their incarcerated loved ones.

11. InteleSCAN™ Service

We are currently receiving new photos through InteleSCAN™. However, the ability to receive new mail items remains unavailable. Our team continues to work towards full restoration of this functionality.

We remain committed to restoring all remaining services and will be actively monitoring the stability of the restored systems throughout the weekend.

If your facility continues to experience any issues with the features listed above as restored, please reach out to our Technical Support team at help@paytel.com so we can assist you promptly.

Thank you for your continued patience and partnership as we work toward full-service recovery.

Respectfully,
The Pay Tel Team



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You are receiving this email because you opted in via our website.

Our mailing address is:

Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Thursday, May 29, 2025 8:30 AM
To: Victoria Olson
Subject: System-Wide Outage Notification Update



System Outage Update

Good morning,

As of 8:00 PM EST on May 28, 2025, service to wall phones has been successfully restored. If your facility is still experiencing issues, please contact Technical Support at help@paytel.com so we can address your specific needs.

The Pay Tel technical team will continue working throughout the day to restore additional services through a structured, phased approach. We will share further updates as more services become available.

We sincerely appreciate your continued patience and understanding as we work diligently to fully resolve this matter.

Respectfully,
The Pay Tel Team



Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Tuesday, May 27, 2025 8:52 AM
To: Victoria Olson
Subject: Urgent: System-Wide Outage Notification



System Outage

Good morning,

Please be advised that we are currently experiencing a system-wide outage that began around 5:30 AM this morning. Our technical team is actively working to resolve the issue as quickly as possible.

In the meantime, our tech support team is still available via email for any urgent needs.

We will provide updates as soon as more information becomes available. We appreciate your patience and understanding.

Should you have any questions, please contact your Regional Account Manager or email Pay Tel Technical Support: help@paytel.com

Respectfully,

The Pay Tel Team



Victoria Olson

From: Pay Tel Communications <paytel@paytel.com>
Sent: Tuesday, May 27, 2025 3:13 PM
To: Victoria Olson
Subject: System-Wide Outage Notification Update



System Outage Update

Good evening,

We continue to experience a system-wide outage that is impacting services to our clients. Our team is working diligently and around the clock to restore full functionality as quickly as possible.

We sincerely apologize for the inconvenience this is causing and appreciate your patience and understanding during this time. We will send another update by 9 PM this evening and notify you immediately once services are restored.

Thank you for your continued trust and support.

Respectfully,
The Pay Tel Team



Victoria Olson

From: help@paytel.com
Sent: Wednesday, May 21, 2025 7:11 AM
To: Victoria Olson
Subject: Ticket 124026 Closed --> PHONE SYSTEM IS DOWN : Officer Meacham spoke wi...



Ticket 124026: PHONE SYSTEM IS DOWN

Terry, thanks for using the help desk. Your ticket (124026) has been closed.

However, if you have additional questions or need further assistance, please email us at help@paytel.com.

If you have an issue outside of our normal business hours of 8am-5pm M-F that is urgent in nature and requires immediate attention, our Technical Support Team is available after hours by calling 1-800-729-0644, option 2.

On 5/21/25, at 9:10 am, Nathan Parziale wrote:

Good morning,

I will go a head and close this ticket. Please contact us again if the issue persists or if you have any further questions or concerns.

On 5/16/25, at 6:40 pm, Nathan Parziale wrote:

I spoke with Officer Meachem who explained that the commissary prompts and recording are slow and distorted to the point that residents cannot place orders. He has advised me that this is occurring on the tablets and wall phones. I have rebooted the access points and the adtran for the wall phones. He let me know that he will have the residents try again and reach back out to me should the issue persist.

On 5/8/25, at 7:03 pm, Web Help Desk Admin wrote:

Officer Meacham spoke with Nate earlier issues is still happening. Please reach out ASAP

This email was sent from an unattended mailbox, please do not respond to this email.

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Victoria Olson

From: Terry Meachem
Sent: Saturday, April 5, 2025 4:59 AM
To: Victoria Olson
Subject: Re: tablets

no i have not, so thank you.

From: Victoria Olson <volson@bighorncountymt.gov>
Sent: Friday, April 4, 2025 11:42 PM
To: Terry Meachem <tmeachem@bighorncountymt.gov>
Subject: RE: tablets

Kelly from Paytel should be coming out in the next couple of weeks. I'm forwarding the issues to Help desk, if you havent done it yet.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Terry Meachem <tmeachem@bighorncountymt.gov>
Date: 4/3/25 10:53 PM (GMT-07:00)
To: Victoria Olson <volson@bighorncountymt.gov>
Subject: tablets

So last night we could not find all the tablets. the two tablets we were missing, one showed that Ms. Bigman was on it last. the other one said that Two Two was the last one to use it on march 31st at 1500hrs. but I told the guys to check the Hussein cell again, and she did have it but was also on it watching a movie. so, the system did not say who had it correctly. Also, where are we at with paytel, are we suck with them or any closer to getting rid of them. And another thing, people are not cleaning the med tray out when they are done with it, all three nights I have worked this week there has been dried blood and used needles. I did order the tp today, gloves I will order middle of the month.

Victoria Olson

From: help@paytel.com
Sent: Friday, February 7, 2025 1:58 PM
To: Victoria Olson
Subject: Ticket 118915 Assigned (Updated) --> MT, Big Horn County- Debit Refund Issue: Facili...



Ticket 118915: MT, Big Horn County- Debit Refund Issue

Kenny, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (118915) at

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=118915>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 2/6/25, at 10:36 am, Nickolas Cole wrote:

Facility Contacted Chris Turner and reported an issue with funds being pulled back from a resident's Phone Account.

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Victoria Olson

From: help@paytel.com
Sent: Monday, January 13, 2025 2:27 PM
To: Victoria Olson
Subject: Ticket 117406 New Ticket --> FW: Jail phone: CAUTION: This email originated ...



Ticket 117406: FW: Jail phone

Victoria, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (117406) at:

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=117406>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 1/13/25, at 4:26 pm, Victoria Olson wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the complaint below. Is there a way to have this issue fixed?

Victoria Olson
Detention Administrator
Big Horn County
121 3rd St. West
Hardin, MT
O(406)665-9793
C(406)679-0459

From: Victoria Olson
Sent: Monday, January 13, 2025 2:25 PM
To: Evelyn Laci <elaci@vogellaw.net>
Cc: Terry Meachem <tmeachem@bighorncountymt.gov>
Subject: RE: Jail phone

Evelyn,
Sorry for the inconvenience. We will send a request for service to our carrier Paytel.

Victoria Olson
Detention Administrator
Big Horn County
121 3rd St. West
Hardin, MT
O(406)665-9793
C(406)679-0459

From: Evelyn Laci <elaci@vogellaw.net><mailto:elaci@vogellaw.net> >
Sent: Monday, January 13, 2025 1:58 PM
To: Victoria Olson <volson@bighorncountymt.gov><mailto:volson @bighorncountymt.gov>>
Subject: Jail phone

Happy New Year!

I don't know if there is anything you can do, but we have some problems when inmates call from 406-629-3218. Sometimes you can't hear, sometimes there is a lot of echo in the phone, and it is not unusual for the calls to drop 10-15 seconds after I forward them to Jim. It took 3 tries today for an inmate to talk to him this afternoon.

Thanks for checking on this.

Have a blessed week.

--
Evelyn Laci
Law Offices of James Vogel
406-665-3900

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Victoria Olson

From: help@paytel.com
Sent: Friday, January 10, 2025 8:42 AM
To: Victoria Olson
Subject: Ticket 117087 Assigned (Updated) --> Big Horn, MT: Good morning, the facility is com...



Ticket 117087: Big Horn, MT

Quentin, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (117087) at

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=117087>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 1/9/25, at 12:05 pm, Nickolas Cole wrote:

Hey Quentin,

I just checked their FW and they were on 8.10.0.5. We have updated them to 8.10.0.15.

On 1/8/25, at 10:49 am, Quentin Whitted wrote:

Good morning, the facility is complaining about connectivity issues with their tablets during video visitation such as, lagging and dropped calls. Can we get the firmware for the Aruba APs checked to see if they have the latest updates, please?

Thanks,

Quentin

[Logo Description automatically generated]

Service Driven, Tech Centered, People Focused
Quentin Whitted
Implementation Manager

336-852-7419, ext. 341
336-209-8738
paytel.com<<http://www.paytel.com/>>
<image001.png>

Attachments

[image001.png](#) (4.8 KB, 1/8/25 10:49 am)

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Ticket 107346 New Ticket --> tablets: CAUTION: This email originated from ou...

From help@paytel.com <help@paytel.com>

Date Thu 7/18/2024 8:30 PM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 107346



Ticket 107346: tablets

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (107346) at:

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=107346>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 7/18/24, at 10:30 pm, Terry Meachem wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, so back on 7/7/24 I emailed about thee of our tablets are not working I now have a total of five not working . and as of today, we are have tablets kicking people out of the system, or not letting them finish a course. if this matter could please be looked into and fixed. I also have not received return labels to send in the first three tablets.

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Ticket 106562 New Ticket --> tablets: CAUTION: This email originated from ou...

From help@paytel.com <help@paytel.com>

Date Sun 7/7/2024 9:33 AM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 106562



Ticket 106562: tablets

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (106562) at:

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=106562>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 7/7/24, at 11:33 am, Terry Meachem wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

hello, i am Officer Meacham at Big Horn County Facility in Big Horn County MT. We have Three Tablets that are not working. can I please get a return label, so that i can send them in for repair.

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Ticket 105929 Assigned (Updated) --> tablet not working: CAUTION: This email origina...

From help@paytel.com <help@paytel.com>

Date Wed 6/26/2024 6:27 AM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 105929

**Ticket 105929: tablet not working**

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (105929) at

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=105929>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 6/26/24, at 8:26 am, Brandon Gwyn wrote:

Good Morning

Hold onto this tablet till you have another one and we can send you a shipping label for both tablets

On 6/25/24, at 8:07 pm, Terry Meachem wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

so tablet pt8024040740 turn off while a inmate was using it, i turned it back on and it says "device policy keeps stopping" . what would you like me to do.

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Ticket 100799 Closed --> Ticket #99523: CAUTION: This email originated f...

From help@paytel.com <help@paytel.com>

Date Thu 3/28/2024 8:23 AM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 100799



Ticket 100799: Ticket #99523

Terry, thanks for using the help desk. Your ticket (100799) has been closed.

However, if you have additional questions or need further assistance, please email us at help@paytel.com.

If you have an issue outside of our normal business hours of 8am-5pm M-F that is urgent in nature and requires immediate attention, our Technical Support Team is available after hours by calling 1-800-729-0644, option 2.

On 3/28/24, at 10:23 am, Nathan Parziale wrote:

Good morning,

Our Warehouse Manager is currently processing this request in [ticket 100121](#). Closing this ticket at this time. Please contact us again if you have any further questions or concerns.

On 3/25/24, at 3:19 pm, Nathan Parziale wrote:

Good afternoon,

Just following up on this request. Please let me know if you have not received a return shipping label for one tablet and an approximate weight for the additional items you need to return, so that we can send you a shipping label.

On 3/20/24, at 4:29 pm, Nathan Parziale wrote:

Good afternoon,

Per our phone conversation I have reached out to our Warehouse Manager for a return shipping label for one tablet. If possible could you please let me know an approximate weight for the other items you need to return, so that he can send you a shipping label. Please let me know if you have any questions or concerns.

On 3/20/24, at 3:58 pm, Terry Meachem wrote:

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Hello I reached out on 2/22/24 asking for help, and here we are over a month later and I have yet to receive any help with our issues. Is there someone else I should email or call?

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Ticket 100799 Assigned (Updated) --> Ticket #99523: CAUTION: This email originated f...

From help@paytel.com <help@paytel.com>

Date Mon 3/25/2024 1:20 PM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 100799



Ticket 100799: Ticket #99523

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (100799) at

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=100799>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 3/25/24, at 3:19 pm, Nathan Parziale wrote:

Good afternoon,

Just following up on this request. Please let me know if you have not received a return shipping label for one tablet and an approximate weight for the additional items you need to return, so that we can send you a shipping label.

On 3/20/24, at 4:29 pm, Nathan Parziale wrote:

Good afternoon,

Per our phone conversation I have reached out to our Warehouse Manager for a return shipping label for one tablet. If possible could you please let me know an approximate weight for the other items you need to return, so that he can send you a shipping label. Please let me know if you have any questions or concerns.

On 3/20/24, at 3:58 pm, Terry Meachem wrote:

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Hello I reached out on 2/22/24 asking for help, and here we are over a month later and I have yet to receive any help with our issues. Is there someone else I should email or call?

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Ticket 100121 New Ticket --> ticket #99523: i had asked about one of our tab...

From help@paytel.com <help@paytel.com>

Date Thu 3/7/2024 9:50 AM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 100121



Ticket 100121: ticket #99523

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (100121) at:

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=100121>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

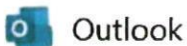
[Add Note](#) [Cancel Ticket](#)

On 3/7/24, at 11:43 am, Terry Meachem wrote:

i had asked about one of our tablets will not connect the internet, also i have a bunch of broken phone parts the need returned. also the cpu that was sent to us for the kiosk in our lobby is not like the one we have, missing some of the plugs. we are a small facility. so these are issue we need fixed as soon as possible.

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Ticket 99523 New Ticket --> in need of help: You don't often get email from...

From help@paytel.com <help@paytel.com>

Date Thu 2/22/2024 3:20 PM

To Terry Meachem <tmeachem@bighorncountymt.gov>

TICKET 99523



Ticket 99523: in need of help

Terry, thank you for using the help desk. We have received your request and will work to have it resolved as quickly as possible. You can check the status of your ticket (99523) at:

<https://support.paytel.com/helpdesk/WebObjects/Helpdesk.woa/wa/TicketActions/view?ticket=99523>

However, if this issue is urgent in nature and requires immediate attention, our Technical Support Team is available 24/7 by calling 1-800-729-0644, option 2.

[Add Note](#) [Cancel Ticket](#)

On 2/22/24, at 5:19 pm, Terry Meachem wrote:

You don't often get email from tmeachem@bighorncountymt.gov. Learn why this is important<<https://aka.ms/LearnAboutSenderIdentification> >

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello my name is CO. Terry Meacham, I am the new liaison for Big Horn County Detention. I have a few things I need some help with. I have 1 tablet out the 16 that we have that will not connect to the internet, we are small facility so this a big issue with are inmates.

I also went through the inventory that we have on hand, and I found a number of items that have replaced written on them so I think these are damaged parts. The issue is I am not sure what I do to return them to you, and I am not sure what all tools should be in the tool bag that we got from your company, If I could get a list of tools that would be great.

Thank you for your time.

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and any attachments for the presence of viruses and Pay Tel Communications, Inc. accepts no liability for recipient's failure to do so.

To whom it may concern:

I Officer Terry W Meacham am the liaison for Pay-Tel for Big Horn County Detention. This is account of some of the issues I have had with Pay-Tel.

2-22-24: sent an email to pay-Tel's help desk and was given a ticket number. This was to ask about old and broken parts that had been replaced.

3/7/24: sent another email to pay-tel about the parts and broken equipment. I never got a reply or a call about this.

7/7/24: emailed the help desk for a tablets and phones glitching out not working.

7/18/24: an again emailed help desk again on the same issue, still no response.

7/25/24: emailed again help desk for the same issues, again no response.

7/29/24: emailed again to the help desk. Again, no reply. Later that day I called the customer service line and was treated very rudely by the lady. She Stated to me that only the liaison can call or email the help desk. I did tell her that I was the liaison for the facility, she stated I can't be or the issue would have been fixed. I then just hung up the phone and informed Admin Olson of the issues that I had been having.

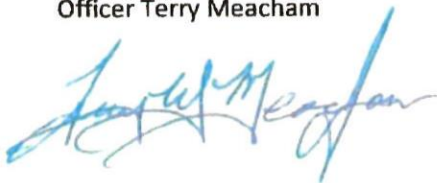
She made contact with our rep at the time George Sorens and he scheduled a online visit myself, Admin Olson, and Pay-Tel reps. This meaning Went ok but the results of this meet lasted maybe a month or two then back to same problems and issues

For the rest of 2024 we continued to have issues ranging from programs on the tablets not working properly to tablets and phones not working.

5/8/25 13:31 had to call the service desk for issues on the tablets and phones were down, tablets not working. This issue would come and go though out the day. When I called, I was told by their rep that he had fixed the issues, how ever the issues where not fixed. I called again at 14:08 and reported that the issues were still happening. As I was finished my shift, I pasted along the info to night shift and asked if they called back to let me know, they never called back.

For the two years that I have been the liaison we have had constant issues that are reoccurring, always being told the problem is fixed and anywhere between a week to a month the same problem keeps occurring.

Officer Terry Meacham



May 15, 2025

To whom it may concern,

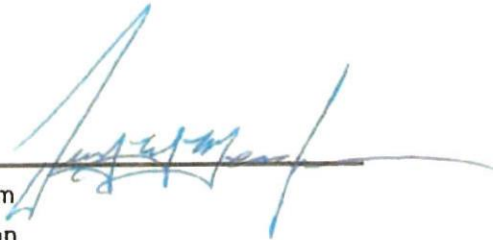
The following matters have repeatedly come up. Issues that have been fixed in the past are breaking down too often. Several issues are listed below:

1. As of 5/15/24 I have called Pay-Tel's help desk 3 times, spoken with the operator who stated a tech would call back, yet no call-back is returned.
2. We currently have an inmate with almost \$600 dollars on his account which is not shown on his account. I have tried to make contact with Pay-Tel in this matter with no response.
3. We are also still having issues with the tablets and phones. Numerous inmates have complained that while they are using the educational programs, the tablet kicks them off the program and they have to start over again.
4. The phones and the tablet calls have been cutting in and out. The commissary tab on the tablets is not allowing the inmates to transfer their money from the main account to phone balance.

It is difficult to explain the level of frustration associated with these numerous issues. These issues started around the time the tablets first came online, which has been a little over two years now with no end.

X

Terry W. Meacham
co8, Pay-Tel liaison





DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	Served Customer Location:
Name: Big Horn County Commissioners Street: 121 W 3rd City: Hardin State: MT Zip: 59034 Contact Name: peri Schenderline Contact Email: pSchenderline@bighorncountymt.gov Contact Phone: Invoice Email: prettypaintd@bighorncountymt.gov	Name: Big Horn County Airport - 00U Street: 2320 VanZandt Rd City: Hardin State: MT Zip: 59034 Contact Name: Craig Mehling Contact Email: mehling@live.jp Contact Phone: 406-860-2020

The Effective Date of this Agreement starts on 6/1/25.

The Term of this Agreement shall be for a period of 3 year(s) from Effective Date.

SERVICES	
☒ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☒ Data Services – NADIN	Internet
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services - (Restorative not Included)	Select _____

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☒	AWI 3000	III	Tri Annual	12/19/25
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Select	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 6,335.00	Annually
Pricing Year Two	\$ 6,335.00	Annually
Pricing Year Three	\$ 6,335.00	Annually
Pricing Year Four	\$	Select
Pricing Year Five	\$	Select
Contract Total	\$ 19,005.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- ☐ Airfield Lighting Statement of Work
- ☒ AWOS & Navaid Statement of Work
- ☒ Data Services Statement of Work
- ☒ DBT Terms and Conditions
- ☐ RWIS Maintenance Statement of Work
- ☐ Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Nick J. Haines*
ENG

Title: Chief Operating Officer

Date: 12/10/24

Contracted Party

By: *A. B. H.*

Title: *Presiding Commissioner*

Date: *8/7/25*