

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
July 24, 2025
10:23 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, was also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1030. The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

5. Personnel/Legal

6. Old Business

Due to technical difficulties, they were unable to record last week's actions taken, so Commissioner Vandersloot entertained a motion to approve the Forte Contract, the Fair Contracts, Housing Resolution Grant and the Resignation. The motion was seconded by Commissioner Real Bird and passed unanimously.

Social Media Policy

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

Soap Creek Contract and NTP

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

7. New Business

Hardin Interlocal

Commissioner Vandersloot entertained a motion to approve the Interlocal agreement with the City of Hardin for Radios. The motion was seconded by Commissioner Real Bird and passed unanimously.

Hanna Schantz Contract

Commissioner Vandersloot entertained a motion to approve the Special Prosecution Contract with Hanna Schantz. The motion was seconded by Commissioner Real Bird and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: *L. Big Hair*
Lawrence Big Hair, Presiding Officer

Attest: *Peri Schenderline*
Peri Schenderline, Deputy Clerk & Recorder

Action: Motion to table "Social Media" under Old Business.

↳ Motion to table - Larry
Seconded by - George
Lawrence mentioned - all in favor.
"I's have it."

Action: ↳ Motion to table "Soap Creek Agreement" till next meeting in Old Business.
Seconded by - George
Lawrence mentioned - all in favor.
"I's have it."

New Business: * Motion to approve Hardin Mon. Police Radio's for Hardin.

Seconded by - George
Lawrence mentioned - "all in favor"
"I's have it."

* Contract w/ Hannah Schantz to be special prosecutor.

↳ Larry motioned to approve special prosecutor Hannah Schantz contract.
seconded by - Lawrence
Motion to approve - all in favor.
"I's have it."

* Public comments - none
* Discussion - none

Motion to adjourn by: Larry
seconded by: Lawrence
Lawrence mentioned - "all in favor"

Started - 10:35 a.m.

TOPIC Thursday Commissioner's meeting

DATE July 24, 2025

AGENDA • Board actions: Last week's meeting will be ratified in a motion.
• Claims approval
• Legal - none
• Old Business - Bank
• Social Media

ATTENDEES Harry
George
Lawrence - called order
Heather
Joann

NOTES * Board took to approve or ratify actions from last meeting today because of technical difficulties there was no media recording for the public viewership.
* Hold off on Bank due to tech difficulties/O.B.
* Approve Fair Contracts Resignation, Housing (Lawrence Killback) grant.
* "Table Social Media for now" Heather
Soap Creek Project table for now.
* Approve Harden MOU Police Radios
* Approve Special Prosecutor Schantz

ACTION ITEMS * Motion to ratify actions taken last week's meeting (Fair Contracts Resignation, Housing Resolution grant).
↳ Motion to approve - George
Seconded - Big Hair
all in favor. I'll have it.

* Claims approval #1030 for date July 23, 2025
↳ Motion to approve - Larry
Seconded - George
Lawrence motioned all in favor.
I'll have it.



INDIAN RELAY VENDOR AGREEMENT

THIS INDIAN RELAY VENDOR AGREEMENT ("Agreement") is made and entered into this 10th day of July 2025 ("Effective Date"), by Ashton Old Elk ("Racing Commission"), whose mailing address is P.O. Box 534, Crow Agency, MT 59022, and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Racing Commission and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** Racing Commission agrees to produce the Big Horn County Indian Relay ("Event") pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034, beginning on July 25, 2025 and ending on July 26, 2025.
- II. **Security.** Racing Commission will provide the following support:
 - a. Experienced event coordinator;
 - b. Starter and head judge;
 - c. Announcer;
 - d. Four (4) judges;
 - e. Two (2) secretaries;
 - f. Two (2) out riders; and
 - g. Buckles for the winners.
- III. **Even Preparation and Logistics.**
 - a. Racing Commission will instruct County's operations crew on: how to prepare and place any panels necessary; and work and water racetrack for dust control.
 - b. Racing Commission will coordinate and organize the races. It is expected that there will be: four (4) initial Indian Relay heats; one (1) championship Indian Relay heat; one (1) Chiefs' Race; and one (1) Maidens' Race.
 - c. Racing Commission will ensure that all of the race spots are filled with participants.
 - d. Racing Commission will ensure that winner buckles are ordered and awarded.
- IV. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to Racing Commission an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
 - b. **Personnel Requirements.**
 - i. Veterinarian (DVM) during the Event.
 - ii. Security/Law Enforcement, EMT, and ambulance service during the Event.
 - iii. Stock water, and water tubs.
 - iv. Racetrack that needs to appear safe, functional, and professional.
 - v. Equipment and operations crew to set-up and tear-down any panels to adjust racetrack, work and water the racetrack under the guidance of Racing Commission.
 - vi. Off-road extended forklift, skid loader, or tractor with forks or bucket to tend to any injured large animal during the performance. Racing Commission will provide a panel and/or trailer, should an emergency occur. All equipment DVM and personnel are to be immediately available.
 - c. Additional money for prize purses.

- V. **Fees.** In exchange for Racing Commission's Services, County shall pay **\$25,000** as follows:
- a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to Racing Commission a non-refundable deposit of **\$5,000** via certified funds or electronic funds transfer.
 - b. **Balance Payment.** By July 14, 2023, two weeks before the Event, County shall remit to Racing Commission the remaining balance of **\$20,000** via certified funds or electronic funds transfer.
- VI. **Purse and Prizes.**
- a. The purse will be determined based on how many teams enter.
 - b. 1 Day=Purse + Entry Fee
 - i. 25% of Purse + Entry Fee for qualifying heats
 - ii. 75% of Purse for championship heat
 - c. 2 Day=Purse + Entry Fee
 - i. 20% of Purse + Entry Fees
 - ii. 80% of Purse for championship day heats
 - d. Championship heat (5 qualifying teams) purse split
 - i. 1st= 30%
 - ii. 2nd= 25%
 - iii. 3rd= 20%
 - iv. 4th=15%
 - v. 5th=10%
 - e. Members of the championship heat winning team shall also receive jackets and buckles.
- VII. **Contingent Fees.** If County is unable to provide any agreed upon equipment, operators, or other resources, then Racing Commission may provide or arrange for the equipment, operators, or other resources. The County agrees to reimburse Racing Commission for any expenses incurred to obtain the necessary equipment, operators, or other resources.
- VIII. **Crew & Contestant Waivers.** All Racing Commission crew members and contestants participating in the Event, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.
- IX. **Independent Contractor & No Exclusivity.** Racing Commission shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.
- X. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by Racing Commission conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- XI. **Dispute Resolution.** If a Party fails to substantially perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.

XII. **Termination.** This Agreement may be terminated: (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon the failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein.

XIII. **Miscellaneous Provisions.**

- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
- c. **Waiver.** The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
- d. **Integration; Amendment.** This Agreement represents the entire agreement between the Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
- e. **Severability.** If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
- f. **Successors and Assigns.** The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- g. **Counterparts; Electronic Documents.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproductions of this Agreement, or any other document related to this transaction, which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.
- h. **Indemnification.** County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless Racing Commission from all liability, loss, damage, or expense that Racing Commission incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.
- i. **Notices.** Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received, as evidenced by return receipt or when first refused.
- j. **Compliance with Local, State, and Federal Laws**

The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

k. No Third-Party Beneficiaries

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.

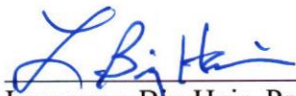
l. Equal Parties

County and Racing Commission acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, shall be construed against the party who drafted this Agreement.

Dated this 9 day of July, 2025.

**Big Horn County, Montana a political
subdivision of the State of Montana**

By its Board of Commissioners:



Lawrence Big Hair, Presiding Officer

Racing Commissioner

By: 
Ashton Old Elk


Larry Vandersloot, Member

George Real Bird III, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder

CORNHOLE TOURNAMENT VENDOR AGREEMENT

THIS CORNHOLE TOURNAMENT VENDOR AGREEMENT ("Agreement") is made and entered into this 9th day of July, 2025 ("Effective Date"), by Karen Yarlott, whose mailing address is P.O. Box 101, Saint Xavier, MT 59075-0101 and Kim Yarlott, whose mailing address is 407 9th Street Sq, Hardin, MT 59034-1330 (collectively "Yarlotts"), and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Yarlotts and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** Yarlotts agree to produce the Big Horn County Cornhole Tournament ("Event") pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034. The Event will either be held on July 25, 2025 or July 26, 2025 depending on weather.
- II. **Event Operations.** Yarlotts will provide the following support:
 - a. Experienced event coordinator; and
 - b. Judge.
- III. **Event Preparation and Logistics.**
 - a. Yarlotts will provide cornhole boards and set up cornhole court(s) in compliance with the rules of the American Cornhole Association.
 - b. Yarlotts will organize and manage the tournament. If there are not at least six teams registered, the tournament will be conducted as a singles tournament.
 - c. Yarlotts may conduct an Airmail Challenge and Knockout.
 - d. Yarlotts will ensure that winner prizes are ordered and awarded. Cash prizes shall be awarded, as follows: \$600 for first place, \$400 for second place, and \$200 for third place.
- IV. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to Yarlotts an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
 - b. County shall provide general Security/Law Enforcement, EMT, and ambulance service for the Fair, including during the Event.
- V. **Fees.** In exchange for Yarlotts' services, County shall pay **\$2,400** as follows:
 - a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to Yarlotts a non-refundable deposit of **\$500** via certified funds or electronic funds transfer.
 - b. **Balance Payment.** By July 11, 2025, two weeks before the Event, County shall remit to Yarlotts the remaining balance of **\$1,900** via certified funds or electronic funds transfer.
- VI. **Crew & Contestant Waivers.** All crew members and contestants participating in the Event, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.
- VII. **Independent Contractor & No Exclusivity.** Yarlotts shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.

- VIII. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by Yarlotts conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- IX. **Dispute Resolution.** If a Party fails to substantially perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- X. **Termination.** This Agreement may be terminated: (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon the failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein.
- XI. **Miscellaneous Provisions.**
- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
 - b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
 - c. **Waiver.** The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
 - d. **Integration; Amendment.** This Agreement represents the entire agreement between the Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
 - e. **Severability.** If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
 - f. **Successors and Assigns.** The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
 - g. **Counterparts; Electronic Documents.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproductions of this Agreement, or any other document related to this transaction, which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be

treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.

- h. Indemnification. County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless Yarlots from all liability, loss, damage, or expense that Yarlots incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.
- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received, as evidenced by return receipt or when first refused.
- j. Compliance with Local, State, and Federal Laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Yarlots acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, shall be construed against the party who drafted this Agreement.

Dated this 9th day of July, 2025.

**Big Horn County, Montana a political
subdivision of the State of Montana**

By its Board of Commissioners:



Lawrence Big Hair, Presiding Officer

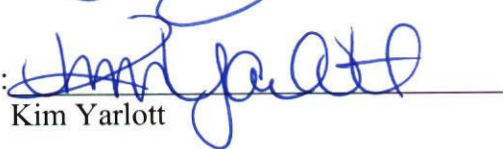
Yarlots

By:



Karen Yarlott

By:



Kim Yarlott


Larry Vandersloot, Member

George Real Bird III, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder

Fair Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 9 day of July, 2025, by Wailes Allen, an individual ("Individual") whose address is 22 Upper Road, Hardin, MT 59034 and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is PO Box 908, Hardin, MT 59034. Individual and County may be referred to herein as "Party" or, collectively, the "Parties."

- I. **Scope.** Individual agrees to assist with the planning, organization, and supervision of the daily operations of the 2025 County Fair. Individual is responsible for negotiating fair budget with County Commissioners. Individual will be responsible for communicating and overseeing fair budget in coordination with the Animal superintendents, Budget Superintendent and Entertainment Superintendent. Will direct the daily operation of the fairground maintenance crew prior to, during and following the fair to ensure the successful execution of the fair.
- II. **Individual Support.** Individual will provide the following support:
 - a. Will work with the Budget and Entertainment Superintendents to execute a successful fundraiser that will significantly reduce the capital outlay by the county
 - b. Will work with the Entertainment Superintendent as a liaison with the rodeo production team and the Indian relay production crew.
 - c. Coordinate with the superintendents the fair schedule
 - d. Attract and promote vendors
 - e. Work with the county and its contractor for ticket collection, security and fairground maintenance.
 - f. Report to the county commissioner's overall status following the fair.
- III. **Event Preparation and Logistics.**
 - a. Work with the maintenance crew to schedule needs required prior to the fair.
 - b. Coordinate with the Entertainment Superintendent to ensure that banners are hung and events are properly staffed and in attendance.
 - c. If any capital improvements are necessary, ensure their deadline does not negatively impact the fair.
 - d. Identify responsibilities for both volunteers and county personnel during the fair.
 - e. Coordinate with the city of Hardin to provide water for the arena
- IV. **COUNTY Support.** County agrees to provide the following support:
 - a. Work with the Fair Superintendent to establish a budget.

- b. Provide security, gate admissions personnel, janitorial/maintenance and access necessary for the Superintendent to execute a county fair.
 - c. Make available extension and accounting to the staff as needed to execute a county fair.
- V. **Fees.** In exchange for Individual's Services, County shall pay **\$5,000**.
- VI. **County Insurance.** County shall obtain liability insurance covering the fair. Is understood that County's insurance policy is primary to any other valid and collectible insurance available.
- VII. **Crew Waivers.** Individual shall be required to sign a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the County Fair.
- VIII. **Independent Contractor & No Exclusivity.** Individual shall be an independent contractor and not an agent, employee, partner, joint venture, or legal representative of County. The County is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Individual. The Individual is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement. County acknowledges and agrees that nothing in this Agreement shall prohibit Individual from providing services to other clients or to otherwise engage in Individual's business activities.
- IX. **Suitability.** It is the County's responsibility to ensure that the County Fair and any services provided by Individual, conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- X. **Dispute Resolution.** If a Party fails to perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- XI. **Term of Agreement and Termination.**
 - a. **Term.** The term of this Agreement shall extend through the 2025 County Fair. Should the 2025 County Fair, due to inclement weather, the Term of this Agreement shall end after the last scheduled date of the 2025 County Fair.
 - b. **Termination.** This Agreement may be terminated; (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein. The Parties agree that the decision to cancel

the County Fair due to inclement weather shall be jointly made by the Parties at the time of the County Fair.

XII. Miscellaneous Provisions

- a. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- b. Force Majeure. If either Party hereto is delayed or hindered in, or prevented from the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, the performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
- c. Waiver. The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
- d. Integration; Amendment. This Agreement represents the entire agreement between Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
- e. Severability. If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
- f. Successors and Assigns. The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successor, and assigns.
- g. Counterparts; Electronic Documents. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproduction of this Agreement, or any other document related to this transaction which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.
- h. Indemnification. Individual at its own expense, shall indemnify, defend and hold harmless Client from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Individual. County shall indemnify,

defend, and hold Individual harmless for any claims relating to the County Fair that are not caused by the negligence, error, omission or default, or willful misconduct of Individual.

- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received as evidenced by return receipt or when first refused.
- j. Compliance with local, state and federal laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualification and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No third-party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Individual acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

Dated this 9 day of July, 2025

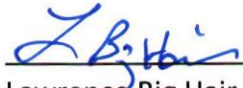
Big Horn County, Montana a political
Subdivision of the State of Montana

By its Board of Commissioners:

Wailes Allen (Individual)

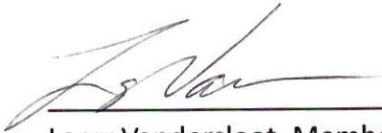
By: Wailes Allen

Wailes Allen



Lawrence Big Hair, Presiding Officer

George Real Bird III, Member



Larry Vandersloot, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder

ARROW THROWING TOURNAMENT VENDOR AGREEMENT

THIS ARROW THROWING TOURNAMENT VENDOR AGREEMENT ("Agreement") is made and entered into this 9 day of July 2025 ("Effective Date"), by Tyler Left Hand, whose mailing address is P.O. Box 273 Grow Agency, MT 59022 ("Event Coordinator") and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Event Coordinator and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** Event Coordinator agree to produce an arrow throwing competition ("Event") pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034. The Event will be held on July 25, 2025 and July 26, 2025 depending on weather.
- II. **Event Operations.** Event Coordinator will provide the following support:
 - a. Experienced event coordinator; and
 - b. Judge.
- III. **Event Preparation and Logistics.**
 - a. Event Coordinator will be responsible for setting up the area for the Event.
 - b. Event Coordinator will organize and manage the tournament.
 - c. Event Coordinator will ensure that winner prizes are ordered and awarded.
- IV. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to Event Coordinator an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
 - b. County shall provide general Security/Law Enforcement, EMT, and ambulance service for the Fair, including during the Event.
- V. **Fees.** In exchange for Event Coordinator' services, County shall pay **\$2,800** as follows:
 - a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to Event Coordinator a non-refundable deposit of **\$500** via certified funds or electronic funds transfer.
 - b. **Balance Payment.** By July 11, 2025, two weeks before the Event, County shall remit to Event Coordinator the remaining balance of **\$2,300** via certified funds or electronic funds transfer.
- VI. **Crew & Contestant Waivers.** All crew members and contestants participating in the Event, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.
- VII. **Independent Contractor & No Exclusivity.** Event Coordinator shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.

- VIII. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by Event Coordinator conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- IX. **Dispute Resolution.** If a Party fails to substantially perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- X. **Termination.** This Agreement may be terminated: (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon the failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein.
- XI. **Miscellaneous Provisions.**
- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
 - b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
 - c. **Waiver.** The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
 - d. **Integration; Amendment.** This Agreement represents the entire agreement between the Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
 - e. **Severability.** If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
 - f. **Successors and Assigns.** The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
 - g. **Counterparts; Electronic Documents.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproductions of this Agreement, or any other document related to this transaction, which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be

treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.

- h. Indemnification. County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless Event Coordinator from all liability, loss, damage, or expense that Event Coordinator incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.
- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received, as evidenced by return receipt or when first refused.
- j. Compliance with Local, State, and Federal Laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Event Coordinator acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, shall be construed against the party who drafted this Agreement.

Dated this 9 day of July, 2025.

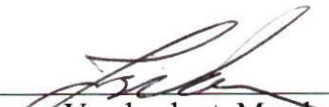
**Big Horn County, Montana a political
subdivision of the State of Montana**

By its Board of Commissioners:


Lawrence Big Hair, Presiding Officer

Event Coordinator

By: 
Tyler Left Hand



Larry Vandersloot, Member

George Real Bird III, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder

FAIR SECURITY VENDOR AGREEMENT

THIS FAIR SECURITY VENDOR AGREEMENT ("Agreement") is made and entered into this 9th day of July 2025 ("Effective Date"), by Walks Over Ice Security, Theodore R. Little Light ("WOI Security"), whose mailing address is P.O. Box 1082, Crow Agency, MT 59022, and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Security and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** WOI Security agrees to provide security services, ticket taking services, and cleanup services during the Big Horn County Fair ("Event") **pursuant** to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034, beginning on July 25, 2025 and ending on July 26, 2025.
- II. **Security Support.** WOI Security will provide the following support:
 - a. Ticket Takers working six-hour shifts on both Friday, July 25, 2025 and Saturday, July 26, 2025;
 - i. Four people at the main gate,
 - ii. Two people under the grandstand,
 - iii. Two people at the back gate,
 - b. Security;
 - i. Ten people working six-hour shifts on Friday, July 25, 2025,
 - ii. Ten people working twelve-hour shifts on Saturday, July 26, 2025,
 - c. Cleanup services;
 - i. Six people working six-hour shifts on Friday, July 25, 2025,
 - ii. Six people working ten-hour shifts on Saturday, July 26, 2025,
 - d. Support Supplies.
- III. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to WOI Security an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
- IV. **Fees.** In exchange for WOI Security's Services, County shall pay \$8,940.00 as follows:
 - a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to WOI Security a non-refundable deposit of \$4,470 via certified funds or electronic funds transfer.
 - b. **Balance Payment.** No later than **July 17, 2025**, County shall remit to WOI Security the remaining balance of \$4,470 via certified funds or electronic funds transfer.

- V. **Independent Contractor & No Exclusivity.** WOI Security shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.
- VI. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by WOI Security conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- VII. **Dispute Resolution.** If a Party fails to substantially perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- VIII. **Termination.** This Agreement may be terminated: (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon the failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein.
- IX. **Miscellaneous Provisions.**
- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
 - b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
 - c. **Waiver.** The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
 - d. **Integration; Amendment.** This Agreement represents the entire agreement between the Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.

- e. Severability. If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
- f. Successors and Assigns. The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- g. Counterparts; Electronic Documents. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproductions of this Agreement, or any other document related to this transaction, which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.
- h. Indemnification. County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless WOI Security from all liability, loss, damage, or expense that WOI Security incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.
- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received, as evidenced by return receipt or when first refused.
- j. Compliance with Local, State, and Federal Laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and WOI Security acknowledge and agree that the parties are experienced and competent business professionals who have been given an

opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, shall be construed against the party who drafted this Agreement.

Dated this 9th day of July, 2025.

Big Horn County, Montana a political
subdivision of the State of Montana

By its Board of Commissioners:



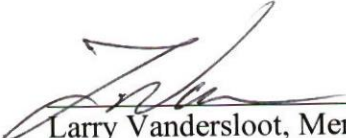
Lawrence Big Hair, Presiding Officer

Walks Over Ice Security

By: 

Theodore R. Little Light

George Real Bird III, Member



Larry Vandersloot, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder

Retail Sales Agreement



Reference Number: 1323289
Date: June 21, 2025

Big Horn County - Justice Court AV 2025

Prepared By: Mark Hunt
Phone: (406)969-3336
Email: mark.hunt@ourforte.com

FORTÉ
655 E 54th Street North, Sioux Falls, SD 57104
Phone: (605)782-4141
Fax: (605)782-4142

COMPANY

Big Horn County
121 West 3rd
Room 210
Hardin, MT 59034
Contact: Stephanie Whiteman
Phone: (406)665-9731
Email: stephanie.whiteman@mt.gov
Account Number: BHC007

PROJECT SITE

Big Horn County
121 West 3rd
Room 210
Hardin, MT 59034
Contact: Stephanie Whiteman
Phone:
Email: stephanie.whiteman@mt.gov
Account Number: BHC007

INVOICE TO

Big Horn County
121 West 3rd
Room 210
Hardin, MT 59034
Contact: Stephanie Whiteman
Phone:
Email: stephanie.whiteman@mt.gov
Account Number: BHC007

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$13,116.10
Integration	\$6,679.92
PRO Support	\$292.42
Shipping & Handling	\$590.00
Tax	\$0.00
Grand Total	\$20,678.44

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CREDITCARD. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 0 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

Prepayment is required prior to FORTÉ commencing work, including procuring of equipment.

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the **Big Horn County Terms and Conditions** form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

Company
L Big Hair

Signature
L Big Hair, Lawrence Big Hair

Printed Name
Lawrence Big Hair 7-17-2025

Date *7-17-2025*

FORTÉ

Company
Josh Grant

Signature
Josh Grant

Printed Name
6/22/2025

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Big Horn County - Justice Court AV 2025					
A3LU8AA#ABA	HP POLY	Poly BK_PLUS_MTR HP IP PC wTC10 United States / Canada English	1	\$2,342.10	\$2,342.10
9W1A6AA#AC3	HP POLY	Poly E60 SCMR No localization	1	\$1,622.16	\$1,622.16

CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,643.75	\$2,643.75
QLXD4=-G50	SHURE	Half-Rack, Single Channel Receiver	1	\$710.13	\$710.13
QLXD2/SM58=-G50	SHURE	Handheld Transmitter with SM58 Microphone	1	\$442.94	\$442.94
MX418D/C	SHURE	Gooseneck Microphone, attached desktop base, cardioid, length 45 cm (18), with programmable button a	4	\$312.31	\$1,249.24
SQ-XLRM-F-10	LIBERTY AV	MIC CBL XLR M-F 3C 10' BLK	1	\$52.84	\$52.84
SQ-XLRM-F-20	LIBERTY AV	MIC CBL XLR M-F 3C 20' BLK	4	\$54.72	\$218.88
E-USB3AB-03	LIBERTY AV	USB 3.0 MOLDED AM-BM 3' BLACK	1	\$6.96	\$6.96
E-USB3AB-06	LIBERTY AV	USB 3.0 MOLDED AM-BM 6' BLACK	1	\$7.60	\$7.60
CG28832	C2G	6ft USB MALE C TO A MALE 3.2 GEN 1 3A	1	\$23.99	\$23.99
AC-EXUSB-3-KIT	AVPRO	100-meter extension kit for USB 3.2 Gen 1 with a USB-C host and a four USB-A port hub connected via	1	\$501.40	\$501.40
PPC6B035BK	LIBERTY AV	CAT 6 UTP PATCH CMP 35' BLACK	2	\$62.50	\$125.00
PC6B003BK	LIBERTY AV	CAT6 UTP PATCH 3' BLACK	1	\$4.72	\$4.72
E2-HDSEM-M-10	LIBERTY AV	HDMI CBL HS W/NET CL2/FT4 10M	1	\$110.44	\$110.44
LS-55-216	LISTEN	Listen iDSP Prime Level III Stationary RF System (216 MHz)	1	\$2,379.91	\$2,379.91
D-XLR3F	RDL - RADIO DE	3PIN XLR FEMALE WALL MNT PLATE	4	\$22.89	\$91.56
AP-S15HR	ATLAS	15A Half Width Rack Power Conditioner	1	\$180.75	\$180.75
ADP-USBC-AU-2X2	AUDINATE	Dante AVIO 2x2 USB Type-C I/O Adapter for Dante Audio Network	1	\$180.00	\$180.00
TL-SG1005P	TP LINK	5-Port Gigabit Desktop Switch with 4-Port PoE - 5 x Gigabit Ethernet Network - Twisted Pair	1	\$64.87	\$64.87
9W1A8AA#AC3	HP POLY	Poly E60 CeilingMount No localization	1	\$120.88	\$120.88
AD-11B	ATLAS	Surface Mount Female Mic Flange 5/8-27 Thread	1	\$18.99	\$18.99
AD-8B	ATLAS	6 inch Long Tube; 5/8 inch #27 Thread Male on Both Ends	1	\$16.99	\$16.99
		Engineering & Drawings			\$1,588.80
		Project Management			\$686.55
		Programming			\$635.52
		On Site Integration			\$2,632.30
		Travel			\$640.50
		Integration Cables & Connectors			\$290.00
		Travel Expense			\$206.25

Sub-Total: Big Horn County - Justice Court AV 2025

\$19,796.02

Total:

\$19,796.02

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
P1S16809	FORTE	BK PLUS IP PC TC10 - One Year FORTE UC Support Standard (8-5 M-F)	1	\$164.96	\$164.96
P1S16991	FORTE	Poly E60 SCMR - One Year FORTE UC Support Standard (8-5 M-F)	1	\$127.46	\$127.46

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

- A. **SUMMARY:** Big Horn Justice Courts is looking to update their AV in their courtroom. All they need is assisted listening and a solution for voice to text possibly. The room needs an update to their Polycom to make Zoom calls and call the jail. An update to the existing mic system to get proper coverage for their court proceedings will be needed.



B. SYSTEM DESCRIPTION:

- Functionality Description: This room will get an overhaul to include the capabilities of (sound reinforcement in the audience area, not included but can be added later), a good mic solution for the courtroom, all connected to the upgraded Polycom solution for Zoom calls and calls to the Jail.
- Displays:
 - o OFE display on a cart.
- Source Devices:
 - o Added Polycom solution



- o
- Audio:
 - o Amplifier and speakers not included for this years budget, but can be added to new DSP.
 - o DSP



- o
- o 4 wired mics (2 at the attorney's tables, 1 for the Judge and 1 for the witness)



- o
- o 1 wireless mic for jury or podium use.



- o
- o Hearing Assist



- o
- o Audio from TV
- Conferencing:
 - o Polycom solution
 - o PTZ Camera mount on ceiling opposite Attorneys.
- Switching:
 - o NA
- Controls:
 - o Needed for Polycom and AV system – Keep it simple
- Equipment Location:
 - o Judges desk area

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.

- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide the necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

AMENDMENT TO GENERAL TERMS AND CONDITIONS OF SALE

Big Horn County, a political subdivision of the State of Montana ("Customer") desires to execute a Retail Sales Agreement (Reference Number: 1323289) ("Agreement") with FORTÉ ("FORTÉ"). The Agreement provides that it is subject to the General Terms and Conditions of Sale ("General Terms") available on Forte's website. The parties have entered into this Amendment to General Terms and Conditions of Sale ("Amendment"). Except as otherwise provided in this Amendment, the terms of the General Terms shall have full force and effect. The following paragraphs of the General Terms have been amended to read as follows:

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from FORTÉ to Customer upon the successful on site integration of the products set forth in the Agreement. Customer shall be responsible for securing insurance on Equipment from this point forward.

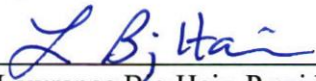
11. Indemnification – Customer shall defend, indemnify and hold harmless FORTÉ against all third party damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay FORTÉ's expenses, as provided above, FORTÉ shall have the right to defend itself, and in that case, Customer shall reimburse FORTÉ for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of FORTÉ's written requests. FORTÉ shall indemnify and hold harmless Customer against all third party damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any negligent act or omission of FORTÉ, its agents, or subcontractors, (b) FORTÉ's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) FORTÉ's breach of this Agreement. If FORTÉ fails to promptly indemnify and defend such claims and/or pay Customer's expenses, as provided above, Customer shall have the right to defend itself, and in that case, FORTÉ shall reimburse Customer for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of Customer's written requests.

12. Remedies – Upon default as provided herein, FORTÉ shall have all the rights and remedies of a secured party under the Montana commercial code and under any other applicable laws. Any requirements of reasonable notice by FORTÉ to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to FORTÉ) at least ten calendar days before the time of the event or contemplated action by FORTÉ set forth in said notice. The rights and remedies herein conferred upon FORTÉ, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Montana in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Montana in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Big Horn County, Montana in the United States of America and waive any right to assert in any such proceeding that FORTÉ is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event either party must take action to enforce its rights under the Agreement, the Parties shall pay their own attorney's fees.

CUSTOMER:

By:



Lawrence Big Hair, Presiding Officer
Board of Commissioners of Big Horn County,
a political subdivision of the State of Montana

8-13-2025

Date

FORTÉ:

By:

Date

**INTERLOCAL AGREEMENT BETWEEN BIG HORN COUNTY
AND THE CITY OF HARDIN
FOR THE FUNDING OF LAW ENFORCEMENT RADIOS**

This Agreement [hereinafter Agreement] dated this 24th day of July, 2025, is made and entered into pursuant to the Montana Interlocal Cooperation Act [MCA § 7-11-101 et seq] between the City of Hardin, Montana [hereinafter Hardin], with a mailing address of 406 N. Cheyenne, Hardin, MT 59034 and Big Horn County, Montana, a political subdivision of the State of Montana, [hereinafter County] with a mailing address of P.O. Box 908, Hardin, MT 59034 [collectively hereinafter Parties].

Hardin desires to improve radio communications for officers of the Hardin Police Department by upgrading its police radios.

County desires to facilitate better communication between members of law enforcement agencies within Big Horn County by providing seventy-eight thousand dollars (\$78,000) [hereinafter Law Enforcement Funding] for new Motorola Police Radios selected by the Hardin Police Department.

Hardin will pay any and all costs associated with upgrading existing equipment and systems to be compatible with the new Motorola Police Radios.

The Parties agree that effective police radios are an important component in providing a high level of law enforcement response to emergencies within the City of Hardin and throughout Big Horn County.

Now therefore, in consideration of the mutual covenants set forth herein it is hereby agreed:

1. Duration

The term of this Agreement shall be three (3) years commencing on the effective date hereof.

2. No Separate Legal Entity

This Agreement does not create any separate legal entity.

3. Purpose of this Agreement

County shall provide Hardin with Law Enforcement Funding. Hardin agrees that the Law Enforcement Funding shall be used to purchase Motorola Police Radios for the benefit of Hardin and County and not for private profit. Hardin agrees that it shall not sell or dispose of the Motorola Police Radios during the term of this Agreement without the written consent of County.

4. Financing and Budgeting.

County makes no warranties as to the condition of the Motorola Police Radios to be purchased with Law Enforcement Funding and no warranties as to their fitness for a particular purpose. Hardin shall be responsible for all costs and expenses related to its purchase of the Motorola Police Radios, including training, software, and any upgrades to existing equipment.

No separate budget is needed. County and Hardin will continue to operate and maintain their normal budgets.

5. Termination

This Agreement may be terminated if either Party commits a material breach of this Agreement and does not cure the breach within thirty (30) days of receiving written notice from the non-breaching Party.

6. Administrator

The administrator required by Montana Code Annotated § 7-11-105(6) shall be the Hardin City Council.

7. Disposal of Property

Upon termination of this Agreement, Hardin may use or dispose of the Motorola Police Radios as it sees fit.

8. Employment of Certain Positions

It is not anticipated that there will be employment of a teacher or specialist under Montana Code Annotated § 20-4-201, a superintendent under Montana Code Annotated § 20-4-401, or a professional person licensed under Title 37 and Montana Code Annotated.

10. No Attorney's Fees or Costs

Except as provided in Clause 18, in the event of any action or mediation to enforce rights under this Agreement, each Party shall pay its own costs and expenses, including reasonable attorney's fees, incurred in connection with such action or mediation.

11. No Third-Party Beneficiary

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.

12. No Assignment

The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

14. Amendment

This Agreement may be amended only by a written instrument signed by the Parties.

15. Notices

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Parties at the following addresses or to any other person at any other address as may be designated in writing by the Parties:

County: Big Horn County Commissioners
P.O. Box 908
Hardin, Montana 59034

Hardin: City of Hardin
406 N. Cheyenne
Hardin, Montana 59034

Service by mail shall be complete on deposit in any United States Post Office with the postage prepaid.

16. Binding Agreement.

- a. Each Party has the authority to enter into this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly and validly authorized.
- c. This Agreement has been duly executed and delivered.
- d. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

17. Equal Parties

County and Hardin acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning

this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the Party who drafted this Agreement.

18. Indemnification

Hardin shall indemnify and hold harmless the County and its agents, representatives, attorneys, elected officials, or employees from and against any and all claims, damages, losses and expenses including attorney fees relating to the functioning or performance of the Motorola Police Radios purchased with Law Enforcement Funding.

Notwithstanding anything to the contrary contained herein, this Agreement to indemnify as set forth herein shall survive the termination of this Agreement.

19. Insurance

Hardin agrees to be responsible for any insurance for the Motorola Police Radios that it deems necessary.

20. Recitals

The Parties acknowledge and agree that the Recitals set forth at the beginning of this Agreement are true and to the extent that any speak to any agreement by the Parties that such agreement is made as if set forth in full in this portion of this Agreement.

21. Laws and Venue

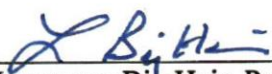
The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental

disability, military service or veteran status, or marital status by the persons performing this Agreement.

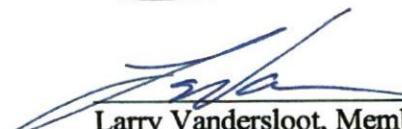
This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District County, Big Horn County, or the United States District County for the District of Montana.

Dated this 24th day of June 2025.

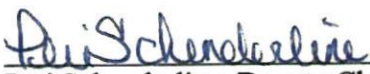
Big Horn County by its Board of Commissioners


Lawrence Big Hair, Presiding Officer


George Real Bird III, Member

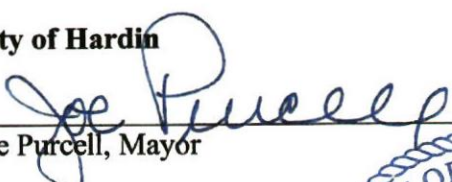

Larry Vandersloot, Member

ATTEST:


Peri Schenderline, Deputy Clerk & Recorder

Dated this 5th day of August 2025.

City of Hardin


Joe Purcell, Mayor

ATTEST:





CONTRACT ATTORNEY AGREEMENT

This AGREEMENT effective the 7 th day of July, 2025, pursuant to Montana Code Annotated [hereinafter MCA] §§ 7-5-2101, 7-4-2705 and including but not limited to Title 45, Title 41, Chapter 5, and Title 61 of the MCA, by and between **Hanna Schantz, as the sole attorney and member-manager of Schantz Law PLLC, with address P.O. Box 151 in Hysham, Montana 59038**, hereinafter referred to as "Schantz"; and Big Horn County, Montana, a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034, hereinafter referred to as "County."

RECITALS

WHEREAS, Hanna Schantz is an attorney licensed and authorized to practice law in the State of Montana, who meets the education, training, and experience requirements to prosecute criminal felony and misdemeanor matters pursuant to MCA §§ 45-1-101 et seq, 41-5-101 et seq, and 61-1-101 et seq; and

WHEREAS, Schantz desires to provide prosecutorial services for criminal felony and misdemeanor matters, to the County; and

WHEREAS, the County desires to contract with Schantz for the purpose of providing prosecutorial services in criminal felony and misdemeanor matters to the County; and

WHEREAS, Schantz will be an independent contractor paid in accordance with the terms of this Agreement, and no employee benefits will be provided to Schantz and no payroll or other taxes will be withheld as Schantz is an independent contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

- I. RECITALS.
The foregoing recitals are true and correct.
- II. SERVICES.
Schantz agrees to perform professional services prosecuting felony and misdemeanor matters for the County as provided herein.
- III. STAFFING BY SCHANTZ.
Schantz shall recruit, interview, hire, train supervise and pay (including all necessary withholding) all personnel provided or made available by Schantz to render the services under this Agreement. Such personnel shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise as required by applicable Montana Law.
- IV. INDEPENDENT CONTRACTOR.
In the performance of Services, and in the exercise of such rights granted under this

Agreement, Schantz and Schantz Law PLLC's member(s), agents, and employees, at all times, shall act and perform as independent contractors with respect to the County. None of the provisions of this Agreement shall be deemed or interpreted, for purpose of this Agreement, to create any relationships between County and Schantz and any other persons, including, but not limited to Schantz's member(s), agents, or employees, other than that of independent contractors. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between Schantz, its member(s), agents or employees and the County.

Without limiting the generality of the foregoing:

- a. The Parties agree that Schantz' member(s), agents, and employees, if any, are employees of Schantz Law PLLC and are engaged in an independently established trade and practice and the County shall have no right to control or direct the details, manner or means by which services are performed. In performing services under this Agreement, the County shall have no control over or management authority with respect to Schantz or its operations and services provided.
- b. Schantz shall report, for federal and state income tax purpose, all amounts received by it under this Agreement as income. Schantz shall have responsibility for, and shall ensure that there is withholding of all federal and state income taxes, workers' compensation insurance unemployment insurance tax, Social Security tax and other withholding for its member(s) and employees providing services under this Agreement, with respect to payments made to Schantz from revenues Schantz receives under this Agreement or from other permitted sources.
- c. Any person furnishing services under this Agreement will be member(s), employees of, or contracted to, Schantz.

V. SCHANTZ'S DUTIES AND RESPONSIBILITIES.

Schantz shall:

- a. Promulgate legal protocols deemed needed in the professional judgment of Schantz to render services hereunder.
- b. As needed, communicate with law enforcement personnel by any means necessary and available.
- c. Prepare the documents and make the initial filings for all criminal matters (felony and misdemeanor) referred by the Big Horn County Sheriff's Office, the Hardin Police Department, the Bureau of Indian Affairs, the Federal Bureau of Investigation, or any other law enforcement agency or entity referring matters to Big

Horn County. Immediately following the initial filing Schantz shall communicate with the Office of the County Attorney and a determination will be made by the Office of the County Attorney whether Schantz or another attorney will be substituted for Schantz as counsel of record. It will then be the task of counsel of record to prosecute, to the extent needed in the sole judgment of counsel of record, the matter. Prosecution shall include but not be limited to the timely filing with the Court of all needed documents, the making of all appearances in Court and appearances as deemed necessary by counsel of record. Nothing herein shall be construed to require the consent of Schantz or to prevent an attorney allowed to act from preparing and making the initial filings for any criminal matter, whether that be misdemeanor or felony matters.

- d. Where Schantz cannot prosecute an individual matter due to a conflict of interest or other concern, Schantz shall immediately notify the County Attorney of such in order to ensure sufficient case coverage.
- e. Schantz agrees to not provide counsel or representation to any criminal defendants in misdemeanor, or felony criminal matters in Big Horn County that create an actual conflict of interest.

VI. COMPENSATION.

- a. Schantz shall be compensated at \$250/hour for any criminal misdemeanor or felony matters where **Hanna Schantz** will act as Special Deputy County Attorney and continue with the prosecution of the matter from the inception/initial charging of the case through to the end of a jury trial and/or sentencing hearing.
- b. If Schantz assigns a paralegal or legal assistant to assist with the case, the County will be billed at a lower rate for these services.
- c. Additionally, County shall reimburse Schantz for all costs, including postage, publication, per diem (at the County rate(s)), lodging (at the County rate), and GSA rate mileage for business relating to the duties required by this Agreement. It is understood and agreed that all other expenses, including but not limited to staff wages, copies, and phone charges, are part of Schantz's office overhead and are not reimbursable by County. All reimbursable expenses must be set forth in the monthly claim for fees set forth above.
- d. All monies paid to Schantz by virtue of this Agreement, whether the obligation arises under this Clause, VI, or otherwise shall be paid from the budget of the County Attorney.

VII. INSURANCE.

Schantz shall maintain during the term of this Agreement the following insurance coverage for all its member(s) and employees:

- a. Professional liability with a limit of no less than One Million Dollars (\$1,000,000.00) per claim, and providing that should Schantz default in any manner under said insurance policy that County be notified by the insurer. It is understood and agreed that Schantz' insurance policy is primary to any other valid and collectible insurance available. For any claims related to this Agreement, Schantz' insurance coverages shall be primary insurance as respects the County, its elected officials, employees and attorneys. Any insurance or self-insurance maintained by the County, its elected officials, employees, or attorneys shall be excess of Schantz' insurance and shall not contribute with it. Schantz shall, at the time of the execution of this Agreement, provide County Certificates of Insurance indicating that it meets the requirements herein.
- b. As it regards any of Schantz' insurance policies which are in the nature of claims made policies, including but not limited to Professional Liability Policies, Schantz shall, at its sole expense, carry insurance that allows a claim to be made at least three (3) years after the termination of this Agreement. This provision shall survive the termination of this Agreement.
- c. Workers' compensation coverage in the statutory amounts as required by Montana law, unless Schantz provides certificates of exemption from the State of Montana for all of its employees.

VIII. INDEMNIFICATION.

Schantz and Schantz's member(s) at their own expense, shall indemnify, defend and hold harmless the County from any and all claims arising out of or relating to personal injury (including death), civil rights violations, or property damage caused by any negligence, error, omission, default, or willful misconduct of Schantz, its members(s), employees, or subcontractors. This provision shall survive the termination of this Agreement.

IX. TERM and RENEWAL.

This Agreement shall be effective on the date hereof through **December 31, 2026**, and may be renewed by mutual understanding of the parties. Schantz' agreement to indemnify and hold harmless County and the provisions contained in paragraphs VII and VIII shall survive the termination of this agreement. Unless Schantz is in default under this Agreement, Schantz shall be paid for all work performed prior to the termination of this Agreement.

X. GOVERNING LAW and VENUE.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Montana and Big Horn County, Montana shall be the venue for any legal action between the parties.

XI. PUBLIC RECORDS.

The parties acknowledge the County, as a political subdivision of the State of Montana, is required to comply with Montana Laws regarding public disclosure including, but not limited to MCA §§ 2-3-101 et seq and 2-6-1001 et seq.

XII. MODIFICATION and TERMINATION.

- a. This Agreement may be modified or terminated at any time by mutual written agreement between both the County and Schantz.
- b. It is understood that if either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate.
- c. Either party may terminate this Agreement, without cause, by giving no less than thirty (30) days written notice to the other party of its intent to terminate.
- d. In the event of termination for any reason whatsoever Schantz will at the sole option of County cooperate in any transition for a period not to exceed two (2) months during which time Schantz will receive the same compensation as provided for herein. In such event, for all purposes under this Agreement the date of termination shall be the date that two (2)-month transition period ends.

XIII. NOTICES.

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Schantz:	Schantz Law PLLC P.O. Box 151 Hysham, Montana 59038
County:	Big Horn County Commissioners P.O. Box 908 Hardin, MT 59034
Copy to:	Big Horn County Attorney P.O. Box 908 Hardin, MT 59034

XIV. EQUAL PARTIES.

County and Schantz acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an

attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

XV. THIRD-PARTY BENEFICIARY.

With the exception of the Big Horn County Attorney, this Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

XVI. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS.

County and Schantz each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act [PL 111-48, 124 Stat. 119], if applicable, MCA 18-5-401, et seq. and concerning the Blind Enterprise Program's vending facility rules. In accordance with MCA 49-3-207, and Executive Order No. 04-2016, MSWD agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

XVII. LIMITS OF CONTRACT.

This instrument contains the entire Agreement between the parties, and no statements, or promises of inducements made by either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except as provided by written agreement of the parties.

XVIII. ASSIGNMENT, TRANSFER, and SUBCONTRACTING.

- a. Schantz agrees not to assign or transfer any work contemplated under this Agreement without prior written consent from the Big Horn County Attorney and the County. Schantz further agrees not to enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the Big Horn County Attorney and the County. The consents and/or approvals required under this clause may be withheld at the sole discretion of the County.
- b. This Agreement is binding upon the successors and assigns of the parties as if mentioned in each particular.

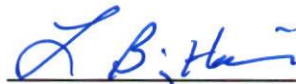
IN WITNESS THEREOF: County and Schantz have executed this Agreement on this _____ day of _____, 2025.

SCHANTZ LAW PLLC

By Hanna Schantz

Title: Attorney and sole Member Manager of Schantz Law PLLC

**BIG HORN COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF MONTANA BY AND THROUGH ITS
BOARD OF COMMISSIONERS**



LAWRENCE BIG HAIR,
Presiding Office



LARRY VANDERSLOOT,
Member

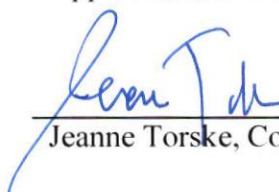


GEORGE REAL BIRD III,
Member

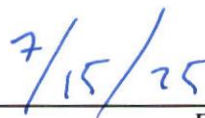
Attest:

Deputy Clerk and Recorder

Approved as to Form and Content:



Jeanne Torske, County Attorney



Date