BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034

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

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES
October 30, 2025
9:30 AM

1. Call to Order

Commissioner Vandersloot, Pro Tempore calls meeting to order.

2. Roll Call

Commissioner Vandersloot, Pro Tempore, and Commissioner Real Bird, member, were both in attendance. County Attorney Torske, Heather Ready, Deputy County Attorney, Mike Opie, Accountant, Victoria Olsen, Detention Administrator, Kenny Rogers, Deputy Detention Administrator, Sheriff Middlestead, and Deputy Sheriff Faye, were also in attendance.

3. Claim Approvals

4. Approve Minutes and Supporting Documents

Commissioner Real Bird entertained a motion to approve minutes of October 23rd, 2025. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Budget Transfers

Mike Opie, accountant made an oversight in the sheriff's budget. he needed $15,000 for clothing allowance. Commissioner Real Bird entertained a motion to approve budget transfer. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Capitalization Policy

Mike Opie, accountant, explains that MACo recommended this policy so we have a uniform policy for items that need to be capitalized to be tracked. Commissioner Real Bird entertained a motion to approve the capitalization policy. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Credit Card Policy

This policy is just updating the existing and clearing up some misunderstandings in the previous policy.

Grant Management

This policy just unifies all grant monitoring to match the requirements to match with the federal grants. it will help with the overall tracking of the grants. The changes are to check with anyone that is hired through the grant for a SAMS number, to create a separate fund for the grant and to meet with the outside entity who acquired the grant quarterly. Commissioner Real Bird entertained a motion to approve the grants management policy. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Budget Process

Discussion over the budget process ensues. The board would like Mike to work on it more so it coincides with what is outlined in the MCA.

Lexi Pol

County Attorney Torske, presented two contracts with Lexipol. The first one is with the County Attorney's Office and Detention and the other for the Sheriff's Office, which Deputy Faye has. This will come out of the deferred prosecution account. The County Attorney asks they be timestamped.

They help develop public safety policies that are based on State and Federal laws and regulations. The corrections and local government cost around $15,000 and the sheriff's office is $9,000. With the entire county signing up, they get a 20% discount. Commissioner Real Bird entertained a motion to approve the Corrections and Local Government contract and the Sheriff Office contract with Lexipol. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

9. Discussion

The board will need a resolution for the week of the 12^{th} thru the 14th when the board will be attending the Rocky Mountain Association of Fairs,

10. Adjourn

There being no other business, the board adjourned.

Approved: ____________________
Pro Tempore

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

Budget Transfer Request

Sheriff's Fund			
ACCOUNT	DESCIPTION	DEBIT	CREDIT
2300.410100.150	payroll uniforms	18,000.00	
2300.420110.149	Life insurance	63.00	
2300.521111.820	transfers out		18,063.00
PRESIDING OFFICER			
COMMISSIONER			
COMMISSIONER			

BIG HORN COUNTY
CAPITALIZATION POLICY

I. POLICY STATEMENT

The intent of the Big Horn County (County) Capitalization Policy (Policy) of is to establish a uniform system of judicious property acquisition, disposal, and administration, in conformance with federal, state, and other legal requirements. It is also important that the proper internal controls are in place to reduce the risk and temptation of fraud, theft, and to ensure the safeguarding of property and accuracy of the County's financial asset management system and the general ledger.

All participants in the capital asset management process shall act in accordance with the "prudent person" standard and act responsibly as custodians of the public trust. Capital asset management designees shall refrain from personal activity that could conflict with the proper execution and management of County funds and assets, or that could impair their ability to make impartial decisions. Capital asset management designees shall disclose to the Commissioners any material interests with which they conduct business that could impair their ability to make impartial decisions.

II. APPLICABILITY AND AUTHORITY

This policy applies to all departments of the County.

The capital asset management process for the County is authorized and governed by numerous sections of state laws. Of major authority is **Montana Code Annotated (MCA) Section 7, Chapter 8, Part 22. Acquisition, Transfer, and Management of County Property**.

MCA Section 7-8-2201 Authorization for county to obtain property, states:

> The board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to purchase, receive by donation, or lease any real or personal property necessary for the use of the county and to preserve, take care of, manage, and control the same.

This policy represents standards established in **Governmental Accounting Standards Board (GASB) Statement No. 34 and other related statements**. It also, makes reference and uses definitions and content from several publications, including **Government Finance Officers Association's (GFOA) publications:**

- Governmental Accounting, Auditing, and Financial Reporting (GAAFR)
- Best Practices documents.

III. DEFINITIONS

<u>Acquisition value</u> - This is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date (entry price).

<u>Capital assets</u> - Assets that are used in operations and that have initial lives extending beyond a single reporting period, to include, both, tangible assets (e.g., land, improvements to land,

buildings, building improvements, vehicles, machinery, equipment, and infrastructure) and intangible assets.

Capitalization threshold - Dollar value of the total cost of placing an asset into service at which a government elects to capitalize tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period (e.g., have an estimated useful life of at least two years following the date of acquisition). Generally, capitalization thresholds are applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets that in the aggregate would clearly be material to the financial statement.

Current-year additions - Any capital assets acquired during the current fiscal period. This includes purchases of new, as well as used, donated, and acquired through capitalized leases.

Disposal - All items traded-in, scrapped, recycled, abandoned or removed for sale or donation from service during the current fiscal period.

Fair value – This is the price that would be received to sell an investment asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Improvement - An addition made to, or change made in, a capital asset, other than maintenance, to prolong its life or to increase its efficiency or capacity. The cost of the addition or change is added to the book value of the asset.

Infrastructure - Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems.

Prudent person standard - The "*prudent person*" standard intends that, "decisions shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for capital asset management, considering the probable safety of their capital assets."

Prior-year additions - Any capital assets acquired prior to the current fiscal period.

Transfers - Any movement of an asset during the current fiscal period by virtue of a change in location, either by asset class (fund), asset life, general location, department, and/or division.

IV. DIRECTIVES

A. Scope and Objectives

This policy includes records management, additions, transfers and disposals, along with reporting. The primary objectives of this policy are to ensure accountability, accuracy and safety of County property.

The Big Horn County Board of Commissioners may implement and approve departmental procedures and exceptions to this policy.

1. The County will maintain list of fixed and tracked assets in asset management software.
   a. Each department is responsible for ensuring that Accounting has the information needed to accurately record and track each capital asset.
   b. **Purchases with Federal Funds**: The County may use its documented policy and procedures provided they conform to applicable Federal law and standards, in Office and Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 Code of Federal Regulations (CFR) 200. The County will identify and track all capital assets over the federal capitalization threshold purchased with federal funds. These capital assets are maintained within the capital asset system, but are separately identified as "Federal".

2. **Additions, Transfers and Disposal Procedures**

All additions, transfers and disposals of capital assets and minor equipment will be according to the County's procedural document for capital assets and the laws of the state of Montana.

3. **Capitalization depreciation method**

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

USEFUL LIFE TABLE	
Asset Type	**Estimated Useful Life (years)**
Land Improvements	10-60
Buildings & Improvements	10-75
Machinery and Equipment	5-50
Sheriff's Department Patrol Vehicles	5
Other Vehicles	5-10
Infrastructure	15-50

4. **Capitalization threshold**

All capital assets with historical values in excess of the thresholds illustrated in the following table should be capitalized and recorded as capital assets on the County's capital asset records and financial statements.

CAPITALIZATION THRESHOLD TABLE		
Asset Type	**Tracking**	**Capitalize and Depreciate**
Land	$1	Capitalize Only
Land Improvements	$1	$100,000
Buildings & Improvements	$1	$100,000
Sheriff's Dept. Vehicles	$5,000	$50,000
Other Vehicles	$5,000	$50,000
Machinery & Equipment	$5,000	$75,000
Infrastructure	$5,000	$250,000
Construction in Progress	$1	Capitalize Only
Federal Purchases*	$1	$10,000

*Capitalization thresholds for assets purchased or constructed with **federal funds** will be based on thresholds established by federal law and standards.

5. **Other concerns**

Purchased or constructed capital assets are recorded at their original historical book value of placings the asset in service.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life should not be capitalized.

6. **Annual reports**

Accounting will maintain for the County departments an updated capital assets listing, after all additions, transfers, and disposals have been completed on the asset management software.

BIG HORN COUNTY
CREDIT CARD POLICY

Policy Statement

County credit cards promote an efficient and cost-effective method of purchasing goods and services. The Board of County Commissioners has the authority to authorize and issue credit cards to County employees for the benefit of Big Horn County (the "County").

This Credit Card Policy provides guidelines for all County departments, employees, and agents. This Policy applies to all purchases of goods and services using a County credit card. The Big Horn County Finance Policies apply when an alternative purchasing method is required by federal or state laws or grant provisions.

Purpose of Credit Card Policy

1. Specify the responsibilities of the Finance Office, Department Heads, and employees.
2. Define unauthorized purchases and activities.
3. Establish credit card procedures.
4. Address the legal liability and penalties for violations of this Policy.

Credit cards will be issued to employees who frequently purchase goods or services on behalf of the County. Single limits and monthly limits will be set by the Department Head or Elected Official. All credit cards will have a maximum monthly limit and a per transaction limit that shall be determined by the Finance Office.

Administration

1. Department Heads/Elected Officials are responsible for the implementation of this Policy within their departments.

2. The County Finance Office shall provide general oversight and assistance to County Departments as to the administration of this Policy.

3. The public may inspect and copy all records of the purchase of goods and services by the County. Redaction of personal or private information will be required for privacy purposes.

Unauthorized Purchases and Activities

County credit card unauthorized purchases and activities include, but are not limited to:

1. Obtaining cash advances.
2. Paying for expenses incurred by a spouse, family member, or other person(s) not authorized under this policy.

3. Purchases of alcoholic beverages.
4. Paying for celebrations, meals, refreshments, or employee events when not consistent with County policies.
5. Purchases of gifts or flowers for another employee.
6. Purchases of capital equipment.
7. Purchases of fuel for privately-owned vehicles.
8. Charges made outside an employee's authorized authority or that exceed the card limits.
9. Arranging for a vendor to split a large transaction into multiple smaller transactions.
10. Purchases restricted by law.
11. Purchases made by persons not authorized to use a County credit card.
12. Purchasing from vendors that create conflicts of interest (purchases from businesses owned or operated by County employees or relatives without proper disclosure, see Conflict of Interest, County Employment Handbook).
13. Accepting cash in lieu of a credit to a statement.

<u>Penalties for Violation of the Credit Card Policy</u>

Unauthorized purchases and/or purchases that are not in compliance with this Policy will result in disciplinary action up to, and including, termination from employment with the County. The County reserves the right to bring civil and/or criminal actions against the cardholder for violations of this Policy.

<u>Travel</u>

Cards may be used for pre-approved travel arrangement, including:

1. Hotel/motel reservations and payments
2. Air flight reservations
3. Air flight travel payment
4. Rental car

Cards may be used for meals when traveling, provided that the cost of the meal is reasonable. If a card is used for a meal the per diem, payment for the corresponding meal will be disallowed. There is no transactional dollar limit on travel, however all travel/reservations must follow County travel policy guidelines.

<u>Responsibilities</u>

<u>Department Head or Department Administrator Responsibilities</u>

Will provide training on the use of the credit card and this Policy to Department employees. Will ensure all purchases are an appropriate use of funds and the purchase is in compliance with the Department's budget.

Upon termination of employee with a credit card, obtain possession of the card and return the card to the Finance office.

Cardholder Responsibilities

Maintain control of the credit card and card number. Receive all required approval, prior to making a purchase. Ensure sufficient funds in the budget are available for purchase. Submit coded receipts to the Finance Office in a timely manner. Receive and promptly inspect all ordered materials and services. Report lost or stolen cards to Finance Office and bank immediately. Dispute unauthorized transactions. Review and verify charges with Department Head.

Finance Office Responsibilities

Shall coordinate with Bank for credit card use by County employees. Communicate with bank on all card changes and requests. Issue and track (log) all credit cards issued to County employees. Evaluate the need to cancel or reissue cards. Collect revoked cards from cardholders or Department Heads, as required. Process credit card payments.

Procedure for Obtaining and Using a Credit Card.

Requesting a Credit Card

1. All requests for credit cards shall be made by the Department Head, in writing, using the appropriate form. Requests must be submitted to the Finance Office, and approved by the Board of County Commissioners.
2. The Finance Office will review the approved request and coordinate the issuance of the credit card with the Bank.
3. The cardholder must attend a mandatory credit card training session, sign the cardholder acceptance form, and receive a copy of this policy.
4. Once the requirements of this Policy have been met, the Bank will issue the card and send it to the Finance Office. The cardholder will sign the card at the time the card is released to the cardholder.
5. The completed cardholder acceptance form will be retained in the Finance Office.

Modifying Card Limits

Requests to modify card limits must be made by the Department Head to the Finance Office using the card modification form. The Finance Office will review the request and approve modified limits, if warranted.

Reporting a Lost or Stolen Card

If a card is lost or stolen, the Cardholder will immediately contact the bank's customer service department and follow the bank's instructions. Cardholder will also immediately notify the Finance Office. Access to the card will be blocked and the cardholder will have no further access to that card. A replacement card will be issued by the Bank and delivered to the Finance Office.

Audits and Enforcement

To ensure the continued success of the Big Horn County Credit Card Program, as well as adherence to the policies as outlined, all individual and department issued accounts will be open to internal audit requirements.

Statement Reconciliation

The Department Head is responsible for providing information for the reconciliation of credit card purchases made by their Department. Reconciliation includes supporting all purchases with complete receipt detail and submission to the Finance office no later than five calendar days after the statement date.

In the event an issued credit card is not timely and completely reconciled and submitted with documentation to the Finance Department, the Finance Department shall inactivate the credit card until all reconciliation documentation is received. For continual offenders, a County issued credit card will be cancelled, at the discretion of the Board.

Introduction

The purpose of this policy is to establish standards for the management of grant awards, including the cash management of grant monies. This policy has been enacted to ensure accountability for financial and programmatic elements of grant management, as well as detection and mitigation of potential grant-related problems.

This policy briefly addresses other areas of post award compliance that affect decisions made by awarding agencies during the close out of a grant. Each grant award has its own requirements and occasionally exceptions. Because it is impractical for this policy to cover all possible grant situations, Big Horn County [the "County"] must educate its self on the requirements of each grant awarded to it. The County should not default to the County's past grant management practices. The grant agreement itself may not, nor is it expected to, contain all of applicable requirements of a grant award. The guidance of awarding agencies, while useful, does not bind an awarding agency in any way. The County should verify that awarding agency advice is compliant with applicable written guidance issued by the Federal Government, if possible. Any advice received from an awarding agency should always be documented in writing as part of the complete record of the grant award.

An awarding agency's scrutiny of the County is not limited to its management of grant awards. A grantee is expected to have implemented best practices in all of its budgeting, accounting, and decision making in conformance with Federal, State and local laws. The best practices implemented by a grantee should be documented, continually updated, and reasonable and realistic given the resources of the County. Reasonable and realistic does not mean convenient and easy. The best practices and policies should reflect that the County is not special, exempt, infallible, inconsequential, or incapable as result of self-imposed bias. Failure nationwide by both grantees and awarding agencies to ensure that best practices are implemented and followed have led to a renewed focus on grant management and enforcement throughout the United States.

Pre-Award Review of Grant Awards

During the pre-award phase of a grant, the County shall consider:

A. The amount of staff time involved in administration of the grant;
B. Building space issues and/or equipment purchases that could be associated with the grant request;
C. Special training requirements;
D. Conflicts of interest;
E. Involvement of sub-awards;
F. Analysis of whether all grant requirements can be met, including completing grant requirements during the grant project period, matching requirements, reporting requirements, and audit requirements; and
G. Alignment of the grant with the County's goals.

Preferably during the pre-award phase of a Federal grant award it is necessary for the Board of County Commissioners of Big Horn County [the "Commission"] and their designated representative(s) to make a reasonable effort to locate and understand all of the applicable compliance guidance for the specific Federal grant award. The Accounting Office will assist everyone in this effort.

Management of Grant Awards

The following is intended to be general internal controls for a Federal or State grant award based on Circular A-102. It is possible that compliance guidance might deem that a grant award is exempt from some of these controls, require stricter versions of these controls, or require controls not mentioned in this policy.

A. Contracts for Federal grant awards must be executed by the Commission. The Accounting Office will receive copies of grant agreements prior to any transactions.

B. Federal grant awards will only be expended for specific purposes identified in the grant award. (A-102 §C.20 (b) (3))

1. All program operating revenues, real property, and equipment resulting from the grant award must only be used for purposes authorized by the terms of the grant.

C. Allowable costs will be determined by the terms of the grant award, the applicable OMB circular, and program regulations issued by the awarding agency. (A-102 §C.20 (b) (5))

1. The Commission and its designated representative(s) responsible for the program operation, project completion, or acquisition of property are responsible for obtaining, understanding and adhering to any applicable compliance guidance.

a. Failure to adhere to all terms and conditions placed upon a grant award regardless of reason (unless proper documentation for an acceptable reason is maintained) can result in adverse action taken by the awarding agency.

D. Each grant award will be separately identified in the County's chart of accounts prior to any transaction.

1. Accounting records require supporting source documentation such as, but not limited to canceled checks, claims, emails, minutes of meetings, attendance records, payroll records, vendor contracts and documents of sub-recipients.

2. All vendors receiving Federal money must certify that they are currently registered with SAMS.gov.

E. Claims paid to vendors will be coded to the appropriate grant expenditure account and matching expenditure accounts in proportion to cost sharing requirements for each grant award.

1. Expenditures incurred are limited to budgeted appropriations. All appropriations must identify the revenue sources that will be offsetting the expenditures.

2. Matching expenditures may be offset by third party grants, cash donations, and in-kind contributions.

a. Cost sharing may not be borne by other Federal grants.

b. Cost sharing may not be funded by shared revenues distributed under 31 U.S.C. 6702.

c. Third party grants, cash donations and in-kind contributions cannot satisfy cost sharing requirements if such revenues have been or will be counted towards satisfying the cost sharing requirement of another Federal grant award.

d. In-kind contributions must be an item or service that would have been a direct cost that would had to have been otherwise purchased and is an allowable cost for the grant award.

e. In-kind contributions will be valued at an agreed upon fair market rate.

f. In-kind contributions consisting of land, buildings and equipment may require prior approval of the awarding agency for cost sharing.

g. Third party revenues collected in advance intended for cost matching with Federal grants must be coded to a 216XXX Unearned Revenue account and will be tracked by the Accounting Office.

F. Grants will be reimbursed on a revenue earned basis unless otherwise specified.

1. Grant drawdowns will not be made until after accounts payable has issued a warrant for payment.

2. A copy of the drawdown conformation (with vendor(s) names and warrant number(s)) will be given to the Treasury and the Accounting Office. The Accounting Office will code the drawdown conformation for the Treasury.

3. Grant reimbursements will be limited to allowable costs incurred during the period of availability of funds. Costs incurred outside of the period of availability of funds may not be reimbursable or may count against the subsequent period of availability of funds.

G. If the County partners with an outside organization to apply for a grant opportunity, the County shall serve as the lead applicant. The County shall assume all the responsibilities for the grant. In all cases where the County partners with another organization, a Cooperation Agreement between the partners is required. A sub-recipient must be in compliance with 31 U.S.C. § 7501-7507 and the current version of Circular A-133 prior to sub-award. A sub-recipient for the County's purpose is defined as a non-profit entity covered by OMB Circular A-110.

1. The sub-recipient must be regularly audited by an independent auditor. Prior to the award, the sub-recipient must provide the County with a copy of the latest audit report.

2. The sub-recipient must not have been debarred, suspended, or otherwise ineligible to receive Federal grant money.

3. The County must meet the requirements of 2 CFR 200.331 and 200.343 by:

a. Including in the award that the sub-recipient must comply with the Single Audit Act. (2 CFR 200.500-521)

b. Providing the sub-award information regarding the CFDA # of the grant.

c. Providing an indirect cost rate, if applicable.

d. Performing a risk assessment for sub-recipient monitoring, that includes the following:

i. Sub-recipient has the financial and managerial experience (internal controls) to comply with the 2 CFR 200 requirements:

- Sub-recipient's experience managing similar grants or subawards.
- Project team's experience managing similar grants or subawards.
- Past performance with other federal or state awards.
- Results of previous audits (if no previous audits are available, the organization's compliance with Montana's laws for budget, audit, and financial reporting).

ii. Sub-recipient has the technical experience to manage a project that delivers on the program requirements in compliance with federal, state, and local laws.

e. Verifying compliance to audit requirements, which include monitoring and single audit findings.

f. Reporting the sub-award in accordance with the Federal Funding Accountability and Transparency Act.

g. Specifying that the sub-recipient has thirty days after the period of performance to submit reports and one year to close out the grant, if the grant award is over $25,000.

4. The sub-recipient must be aware of and able to comply with all other requirements placed upon the grant award.

5. All agreements with a sub-recipient must include formal monitoring controls.

6. At least once a quarter, the Commission will schedule a meeting to review the work of sub-recipients.

H. Procurement of property and services must conform to procurement requirements of state law and federal law and standards. (A-102 §C.36 (b) through A-102 §C.36 (f))

1. Protests regarding procurement must be submitted in writing.

2. The Commission will handle all procurement protests.

3. All information regarding such protests will be disclosed to the awarding agency.

4. Vendors must not have been debarred, suspended, or otherwise ineligible to receive Federal grant money. Vendor for the purpose of this policy is a private for-profit or governmental organization providing goods or services.

I. Financial and performance reporting will be done as specified by the applicable requirements of the grant award and applicable laws.

J. Records will be retained for three years after the date of the last report to the awarding agency or for the greater of:

1. A time period specified by the applicable requirements of the grant award.
2. Applicable retention laws.

K. Any information or discussion that could be reasonably considered as pertinent to the grant award needs to be documented.

L. A central file for each grant will be kept in the Commission's Office. A copy of all documentation must be placed in the file.

1. Each file must contain a copy of the grant contract, subrecipient contract, vendor or sub-recipient UEI information (if applicable) and documentation regarding the responsibility of each employee or subrecipient.

Adopted: ___________________

Q-167254

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 11/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Ray Jones
Senior Account Executive, Client Growth
rjones@lexipol.com
(469) 314-2672

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Jeanne Torske
County Attorney
jtorske@bighorncountymt.gov
(406) 665-9721

Big Horn County
121 W 3rd Rm 203
Hardin, Montana 59034

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Big Horn County

Signature: [signature]

Print Name: Larry Vandersloot

Title: Commissioner

Date Signed: 10/30/25 @ 11:47Am

Lexipol, LLC

Signature: DocuSigned by: Jan Roos E06AE53CE2B942A...

Print Name: Jan Roos

Title: Vice President & General Counsel

Date Signed: 11/3/2025 | 1:51 PM PST

Q-167254

MASTER SERVICE AGREEMENT

Initial Term Start Date: 11/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Ray Jones
Senior Account Executive, Client Growth
rjones@lexipol.com
(469) 314-2672

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Jeanne Torske
County Attorney
jtorske@bighorncountymt.gov
(406) 665-9721

Big Horn County
121 W 3rd Rm 203
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Big Horn County

Signature:

Print Name: Larry Vandersloot

Title: Commissioner

Date Signed: 10/30/25 @ 11:47 Am

Lexipol, LLC

Signature: ______________________

Print Name: ______________________

Title: ______________________

Date Signed: ______________________

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Local Gov Policy Annual Subscription (2025-12-01 to 2026-11-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
137	Annual Local Government Administration Policy Manual & Daily Training Bulletins	$6,547.00	20%	$1,309.40	$0.00	$5,237.60
137	Annual Local Government Supplemental Manual(s)	$2,437.00	20%	$487.40	$0.00	$1,949.60
			Discount:	$1,796.80	Subtotal:	$7,187.20

002 Corrections Policy Annual Subscription (2025-12-01 to 2026-11-30)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
34	Annual Corrections Policy Manual & Daily Training Bulletins	$8,278.00	20%	$1,655.60	$0.00	$6,622.40
34	Annual Corrections Supplemental Manual(s)	$1,347.00	20%	$269.40	$0.00	$1,077.60
			Discount:	$1,925.00	Subtotal:	$7,700.00

Discount:	$3,721.80
Subtotal:	$14,887.20
Tax:	
Total Due:	$14,887.20

Notes

Bundle Discount; 13 months for 12 months; November at no cost

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
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Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **"Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **"Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **"Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **"Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **"Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **"Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation**. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause**. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Q-92531

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 11/01/2025

Initial Term End Date: 10/31/2026

Account Executive Information

Ray Jones
Senior Account Executive, Client Growth
rjones@lexipol.com
(469) 314-2672

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Nick Spadt
Undersheriff
nspadt@bighorncountymt.gov
(406) 665-9780

Big Horn County Sheriff's Office
POB 905
Hardin, Montana 59034

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Big Horn County Sheriff's Office

Signature:

Print Name: Larry VanDersloot

Title: Commissioner

Date Signed: 10/30/25 @ 11:48 Am

Lexipol, LLC

Signature: DocuSigned by: Jan Roos E06AE53CE2B942A

Print Name: Jan Roos

Title: Vice President & General Counsel

Date Signed: 11/3/2025 | 1:40 PM PST

Q-92531

LEXIPOL

MASTER SERVICE AGREEMENT

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Ray Jones
Senior Account Executive, Client Growth
rjones@lexipol.com
(469) 314-2672

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Big Horn County Sheriff's Office		**Lexipol, LLC**	
Signature:	[signature]	Signature:	
Print Name:	Larry Vandersloot	Print Name:	
Title:	Commissioner	Title:	
Date Signed:	10/30/25 @ 11:48 Am	Date Signed:	

Q-92531

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 LE Policy Manual Annual Subscription						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
12	Annual Law Enforcement Policy Manual & Daily Training Bulletins	$10,052.00	20%	$2,010.40	$0.00	$8,041.60
12	Annual Law Enforcement Supplemental Manual(s)	$1,405.00	20%	$281.00	$0.00	$1,124.00
			Discount:	$2,291.40	Subtotal:	$9,165.60

Discount:	$2,291.40
Subtotal:	$9,165.60
Tax:	
Total Due:	$9,165.60

Notes
MACO Funded

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
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Terms and Conditions of Service

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5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.