

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
January 15, 2026
9:30 AM**

Members

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

1. Call to Order

Commissioner Vandersloot, Pro Tempore calls meeting to order.

2. Roll Call

Commissioner Vandersloot, Pro Tempore, and Commissioner Big Hair were in attendance. Commissioner Real Bird was in attendance via conference phone. Victoria Olson, Detention Administrator, Mike Opie, Accountant, Heather Ready, Deputy County Attorney and County Attorney Torske were also in attendance.

3. Claim Approvals

Commissioner Big Hair entertained a motion to approve 1179 and 1180. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Big Hair entertained a motion to approve minutes of January 12, 2026. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

6. Old Business

Jail Resolution

County Attorney Torske recommends this remain tabled until they meet with City Council on January 20th.

Amend Property Sale Resolution

The Board set the public hearing for February 5, 2026.

7. New Business

Amend Meeting Resolution

The amended changes are to include other county facilities. Commissioner Big Hair entertained a motion to approve Resolution 2026-1A. The motion was seconded by Commissioner Vandersloot and passed unanimously.

SS4A

Commissioner Real Bird entertained a motion to approve the grant contract for Safe Streets 4 All (SS4A). The motion was seconded by Commissioner Vandersloot and passed unanimously.

TW Ridley Construction Contract

Commissioner Big Hair entertained a motion to approve the contract with TW Ridley for the courtroom remodel. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Special Deputy Attorney

Jeanne Torske explains the elder justice program has been moved to the prosecution service bureau and the AG's office has assigned a new attorney to the case. Commissioner Big Hair entertained a motion to approve 2026-13, a resolution appointing a special deputy county attorney. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Off site City Council Meeting

A quorum of the Board of County Commissioners will be attending the city council meeting in Hardin

on January 20th, 2026. Commissioner Big Hair entertained a motion to approve 2026-14. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2026- 1A

PREAMBLE:

A Resolution to establish regular meeting dates of the Big Horn County Board of County Commissioners and public notice.

RECITALS:

In accordance with MCA 7-5-2122: The board of county commissioners of a county shall establish by resolution a regular meeting date and notify the public of that date.

Except as provided in MCA 2-3-112(3) or in the event of an emergency affecting the public health, welfare, or safety, all meetings must be held on the date designated.

THEREFORE:

1. The Board of Commissioners, Big Horn County, Montana that the Board of Commissioners meetings days are as follows:

<u>Meeting</u>	<u>Day</u>	<u>Time</u>
Public Meeting	Every Thursday	9:30 AM
Administrative Staff Updates	Every Monday and Tuesday	9AM-10AM
Office Hours	Every Monday thru Friday	8AM-5PM

2. Unless otherwise stated, the location for such meetings shall be in the Big Horn County Courthouse, Hardin, Big Horn County, Montana. Meetings may be held at other County facilities located in Hardin, the county seat of Big Horn County.
3. Such meeting time and place be posted on the regular agenda of the Big Horn County Commissioners.

EFFECTIVE:

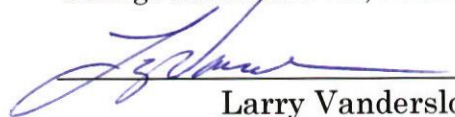
This shall become immediately effective.

Enacted:

This 15th day of January, 2026, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

George Real Bird III, Presiding Officer



Larry Vandersloot, Member



Lawrence Big Hair, Member

Attest:

Peri Schenderline

- 1. Federal Award No.**
693JJ32640273
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
Big Horn County
121 W 3rd, Room 301
Hardin, MT 59304

Unique Entity Id.: E29AD46LK367
TIN No.: 81-6001333
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 48 Months
- 7. Total Amount**
Federal Share: \$293,600
Recipient Share: \$73,400
Other Federal Funds: \$0
Other Funds: \$0
Total: \$367,000
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA250671PR
- 11. Federal Funds Obligated**
\$293,600
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.
41010.61006600
- 14. Description of the Project**
Develop a comprehensive transportation safety action plan that engages residents to support planning, construction, and policy activities and informs decision makers of opportunities for implementation of projects to reduce/eliminate roadway fatalities and serious injuries involving various road users.

RECIPIENT**15. Signature of Person Authorized to Sign**


Signature

Date

Name: George Real Bird III

Title: Presiding Officer

FEDERAL HIGHWAY ADMINISTRATION**16. Signature of Agreement Officer**

Signature

Date

Name: Travis Wheeler

Title: Agreement Officer

1. Federal Award No.

693JJ32640273

2. Effective Date

See No. 16 Below

3. Assistance

Listings No.
20.939

4. Award To

Big Horn County
121 W 3rd, Room 301
Hardin, MT 59304

Unique Entity Id.: E29AD46LK367

TIN No.: 81-6001333

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance

Effective Date of Award – 48 Months

7. Total Amount

Federal Share:	\$293,600
Recipient Share:	\$73,400
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$367,000

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117-58, November 15, 2021)

10. Procurement Request No.

HSA250671PR

11. Federal Funds Obligated

\$293,600

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0176E50.0000.055SR50500.5592000000.
41010.61006600

14. Description of the Project

Develop a comprehensive transportation safety action plan that engages residents to support planning, construction, and policy activities and informs decision makers of opportunities for implementation of projects to reduce/eliminate roadway fatalities and serious injuries involving various road users.

RECIPIENT

15. Signature of Person Authorized to Sign



1-15-26

Signature

Date

Name: George Real Bird III

Title: Presiding Officer

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

**TRAVIS BRANDON
WHEELER**

Digitally signed by TRAVIS
BRANDON WHEELER
Date: 2026.01.16 08:46:42 -06'00'

Signature

Date

Name: Travis Wheeler

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and Big Horn County (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Big Horn County Comprehensive Transportation Action Plan.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Big Horn County Comprehensive Transportation Action Plan

Application Date: August 19, 2024

2.2 Award Amount.

SS4A Grant Amount: \$293,600

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The project will be completed in one phase.

Develop a comprehensive transportation safety action plan that engages residents to support planning, construction, and policy activities and informs decision makers of opportunities for implementation of projects to reduce/eliminate roadway fatalities and serious injuries involving various road users.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	09/01/2029
Planned SS4A Final Report Date:	11/01/2029

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$293,600
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$73,400
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$367,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only – Not Applicable

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Peri Schenderline
Administrative Assistant
Big Horn County Board of Commissioners
121 W 3rd, Room 301
Hardin, MT 59304
406-665-9700
pschenderline@bighorncountymt.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Michael Opie	Accountant, Big Horn County

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Awards
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Montana
Agreement Officer's Representative (AOR)
585 Shephard Way, Suite 2, Helena, MT 59601
406-441-3900
mtdiv@dot.gov

and

Megan Handl
Montana Division Office Lead Point of Contact
Transportation Specialist
585 Shephard Way, Suite 2, Helena, MT 59601

406-441-3925
megan.handl@dot.gov

and

Brian Hasselbach
Montana Division Office Lead Point of Contact
Deputy Division Administrator
585 Shephard Way, Suite 2, Helena, MT 59601
406-441-3908
brian.hasselbach@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Cooperative Agreements and Non-State Awards

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify

the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are not other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Big Horn County, Montana

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope:

Schedule: The application materials noted a projected Period of Performance of 16 months which is different from the Period of Performance of 48 months in this agreement. The change is due to information learned since the time of the application regarding the time that similar projects have been taking and to allow time to overcome any challenges in procurement and to complete the final product.

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK FORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Big Horn County adheres to all applicable federal and state labor laws. In connection with this project, the County supported the creation of good-paying jobs by procuring professional consulting services from Stahly Engineering & Associates for engineering, surveying, and grant administration services for the period 2021 through 2028. In turn, Stahly Engineering procured WSP as a subconsultant to assist with this particular planning project. All procurement actions followed federal, state, and local standards to ensure transparency, competitiveness, and compliance.

While the current planning activities funded under this grant do not directly involve the hiring of new staff, the resulting work will identify implementable infrastructure projects that are anticipated to generate future employment opportunities. These future projects are expected to support jobs offering competitive wages and adhering to strong labor standards, including the free and fair choice to join a union. In this way, the planning grant lays the groundwork for long-term job creation and economic development in alignment with federal labor priorities.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the tenth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Big Horn County Commissioners
PO Box 908
Hardin, MT 59034
406-665-9700

and the Contractor:
(Name, legal status, address and other information)

TW Ridley, LLC
609 Charles Street
Billings, MT 59101
406-545-0826

for the following Project:
(Name, location and detailed description)

Big Horn County Courtroom Remodel
Hardin, MT
SFA Project #2127

The Architect:
(Name, legal status, address and other information)

Schutz Foss Architects, P.C.
3030 4th Avenue North
Billings, MT 59101
406-252-9218

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1181381463)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

Architect:

Schutz Foss Architects
3030 4th Ave. North
Billings, MT 59101

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed).

(Paragraph deleted)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Init.

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User Notes:

(1181381463)

Work as outlined in Specification in section 01 00 00 – Summary.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
	120 consecutive calendar days.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Four Thousand, Seven Hundred Eighty Dollars and Zero Cents (\$ 504,780.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Contractor must submit Pay Request to Architect by the 25th day of each month.

Owner needs to receive executed Pay Request on or before the 2nd Monday of each month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the third Tuesday day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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Bonds, insurance, and permits.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Owner will deduct the 1% gross receipt tax from contractor payment. See Article 9.6.10 of Supplementary Conditions.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

(Paragraph deleted)

§ 5.1.8. If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8 % Annually

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other
- Mediation

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor those items noted in Article 14.4.3 except termination fee. *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Larry Vandersloot
County Commissioner
Big Horn County
406-665-9700

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Colton Tipton
Project Manager
TW Ridley, LLC
406-545-0826

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Supplementary Conditions, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit "A"	SHEET INDEX	

- .6 Specifications/Project Manual

Section	Title	Date	Pages
See Exhibit "B"	TABLE OF CONTENTS		

- .7 Addenda, if any:

Number	Date	Pages
One	November 21, 2025	4
Two	November 26, 2025	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: **NA**
(Insert the date of the E204-2017 incorporated into this Agreement.)
- ☐ The Sustainability Plan: **NA**

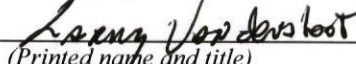
Title	Date	Pages
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- ☒ Supplementary and other Conditions of the Contract: **See Project Manual**

Document	Title	Date	Pages
Project Manual	Big Horn County Courtroom Interior Remodel	November 11, 2025	

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


 OWNER (Signature)

 (Printed name and title)


 CONTRACTOR (Signature)
 Shane Ridley CEO
 (Printed name and title)

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CERTIFICATE *of* SIGNATURE

REF. NUMBER
6LAYN-CVZMP-SZ8GE-FXXC5

DOCUMENT COMPLETED BY ALL PARTIES ON
17 DEC 2025 15:54:56
UTC

SIGNER

SHANE RIDLEY

EMAIL
SRIDLEY@TWRIDLEY.COM

TIMESTAMP

SENT
17 DEC 2025 15:52:11
VIEWED
17 DEC 2025 15:54:43
SIGNED
17 DEC 2025 15:54:56

SIGNATURE



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RECIPIENT VERIFICATION

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COUNTY OF BIG HORN, MONTANA
RESOLUTION 2026-13

PREAMBLE:

A resolution appointing a Special Deputy County Attorney under Mont. Code Ann. § 2-15-501(6) to prosecute an elder exploitation. The case was prosecuted by Mr. Mike Fanning formerly with the Elder Justice Program. Mr. Fanning has since retired, and new counsel needs to be appointed for the sentencing portion of the case.

RECITALS:

The Big Hom County Attorney has requested prosecutorial assistance in the sentencing of an elder exploitation, Big Hom County Sheriff's Office Case 20-01425 (State v. Blair).

Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General to provide assistance to county attorneys in the discharge of his or her duties.

The Attorney General has created an Elder Justice Prosecutor whose duties include working with local, state, and federal law enforcement and prosecutors to review cases, investigate, and, as appropriate, prosecute crimes involving adult maltreatment including abuse, neglect, and financial exploitation of adults over the age of 60 and other disabled or otherwise vulnerable adults.

The Elder Justice Prosecutor, Angie Rolando, is a duly appointed Assistant Attorney General under Mont. Code Ann. § 2-15-502, licensed to practice law in the State of Montana, and who is in good standing with the State Bar of Montana.

It is desired and deemed appropriate that a special deputy county attorney be appointed to assist in the investigation and possible prosecution of the referenced case,

THEREFORE:

The Board of Commissioners of Big Horn County hereby resolves that Assistant Attorney General Angie Rolando is appointed as a special deputy county attorney for Big Horn County for the purpose of assisting in the investigation prosecution of the subject case.

Further, that Elder Justice Prosecutor will charge no legal fees for attorney time provided for under this appointment. Investigation expenses, witness fees and expenses, expert witness fees, jury costs, and other normal costs associated with trial will remain the County's responsibility as would normally be the case if prosecution were being handled solely by the Big Hom County Attorney. For the sentencing and any other possible hearing prior to the sentencing hearing, the Elder Justice Prosecutor and the County will arrange separately to pay the Elder Justice Prosecutor's reasonable travel, meals, lodging, and other incidental expenses.

EFFECTIVE DATE: This resolution is effective immediately.

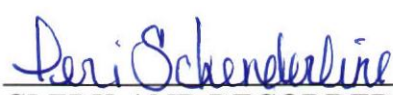
Dated this 15th day of January, 2026.

MEMBER

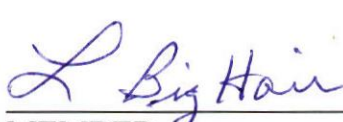
ATTEST:



MEMBER



CLERK AND RECORDER - Deputy



MEMBER

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2026- 14

PREAMBLE:

A Resolution that a quorum of the Board of Commissioners of Big Horn County will attend the Hardin City Council meeting.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

Pursuant to MCA 7-5-2122(5), a quorum of commissioners attending an event or meeting during which issues are discussed over which the commissioners have supervision, control or jurisdiction shall provide a report at the commission's next regularly scheduled public meeting.

A quorum of the Board of Commissioners desires to attend the January 20, 2026 Hardin City Council meeting.

THEREFORE:

A quorum of the Board of Commissioners of Big Horn County hereby resolves to attend the Hardin City Council meeting held on January 20, 2026 at 6:30 PM at 406 N Cheyenne Ave., Hardin, Montana.

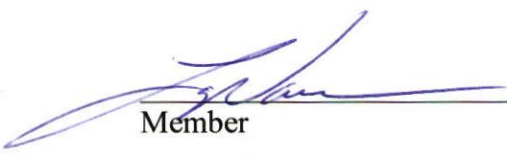
The Board further directs that notice shall be published in conformity with MCA 7-1-2121.

ENACTED:

This 15th day of January, 2026, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

Member



Member



Member

Attest:



Peri Schenderline
Deputy Clerk and Recorder