

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



Members

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

**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
April 6, 2023
9:00 AM**

1. Roll Call

Commissioner Real Bird, Presiding Officer, Commissioner Vandersloot, member and Commissioner Big Hair, member were all in attendance. Jeanne Torske, County Attorney, Heather Ready, Deputy County Attorney, Meighan Barnes, Deputy Election Administrator, Tom Ackerman, BHC News and Guy Glick were also in attendance.

2. Call to Order

3. Claim Approvals

04/04/23 Claims #1223

4. Approve Minutes and Supporting Documents

5. Old Business

6. New Business

Redistricting

Jeanne Torske, County Attorney, explains that the engineers from Stahly, Brian Mischel, DES, and Dulcie Bear Don't Walk worked on readjusting the county precincts due to the Legislative House and Senate seat districts adjusting throughout the state.

Commissioner Vandersloot entertained a motion to approve the precinct resolution. The motion was seconded by Commissioner Big Hair and passed unanimously.

Jeanne presents the resolution on the commissioner redistricting. She explains this one is of particular importance due to the county being bound by the Windy Boy lawsuit of 1986. Discussion over the alternative maps ensues. Commissioner Real Bird comments that he would like to have the draft published in various areas and have it readily available to community members. Guy Glick asks if it has to be in Helena by tomorrow. The County Attorney clarifies that the precincts have to be there. Commissioner Vandersloot believes that Dulcie and Brian have done their due diligence and doesn't want to see the county in another lawsuit. Commissioner Vandersloot entertained a motion to approve the commissioner's districts. The motion was seconded by Commissioner Big Hair and passed in a 2-0-1 vote with Commissioner Real Bird abstaining. He agrees with the districts and would like to clarify that he would like to see a public comment period.

ARPA

Commissioner Vandersloot entertained a motion to approve the resolution for the ARPA 2020-2021. The motion was seconded by Commissioner Big Hair and passed unanimously.

Tyler Tech

Heather Ready presents the agreement with Tyler Tech who will provide the software to facilitate taxpayers being able to pay their taxes online. Commissioner Vandersloot asks about the processing fee and who will pay it. Commissioner Vandersloot entertained a motion to approve the Tyler Tech Contract. The motion was seconded by Commissioner Big Hair and passed unanimously.

BARSA

~~Past due coal gross proceeds transfer~~

Personnel

Lindsey Fox, Human Resources, advertised the position for the roads department and realized it should have been advertised internally first according to the CBA. She will hold off on any applications until its been internally advertised.

7. Public Comments

Jeanne discusses the City of Lodge Grass is anticipating flooding and would like to utilize road equipment. Jeanne will draft a contract to avoid any liability issues and the county will provide the equipment operator. Discussion over county wide flooding ensues.

8. Discussion

Commissioner Vandersloot explains Nick from Stahly is in town and discusses what roads to work on with the new recycler the road department is getting. It will be here on the 24th. Commissioner Vandersloot suggests starting with Rail Road, Reno Creek and Dry Creek Hill. Discussion on roads ensues.

9. Adjourn

There being no other business, the board adjourned.

Approved: _____
George Real Bird III, Presiding Officer

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023 - 9

PREAMBLE:

A Resolution approving the boundaries of the voting precincts in Big Horn County.

RECITALS:

The State of Montana, pursuant to Title 5, Chapter 1, Part 1, of the Montana Code Annotated, has caused the redistricting and reapportionment of its legislative districts to reflect population changes revealed by the latest federal census; and

Legislative reapportionment has necessitated certain changes in the boundaries of voting precincts in Big Horn County; and

Big Horn County is authorized to change precinct boundaries by Section 13-3-102, MCA, 2021.

THEREFORE:

The boundaries of the Big Horn County voting precincts are as set forth on "Exhibit A":

PERITSA PRECINCT NO. 1

FORT SMITH PRECINCT NO. 2

FOSTER PRECINCT NO. 3

WHITMAN PRECINCT NO. 4

PRECINCT NO. 4N

RENO PRECINCT NO. 5

SARPY PRECINCT NO. 6

CROW AGENCY PRECINCT NO. 7

ST. XAVIER PRECINCT NO. 8

LODGE GRASS PRECINCT NO. 9

KIRBY-DECKER PRECINCT NO. 10

PRECINCT NO. 11

PRECINCT NO. 12

WYOLA PRECINCT NO. 14

PRYOR PRECINCT NO. 15 HARDIN

PRECINCT NO. 16

PRECINCT NO. 17 HARDIN

PRECINCT NO. 18 HARDIN

PRECINCT NO. 19 GOOD LUCK

PRECINCT NO. 20

PRECINCT NO. 21

LODGE GRASS PRECINCT NO. 25

BUSBY PRECINCT NO. 26

DATED this 6TH day of April, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

A handwritten signature in black ink, appearing to read "George Real Bird III", with a stylized flourish at the end.

George Real Bird III, Presiding Officer


Larry Vandersloot, Member


Lawrence Big Hair, Member

ATTEST:


Peri Schenderline
Clerk and Recorder Deputy

Exhibit A

Precinct 1

Beginning at a point located at the southwest corner of Township 2 South, Range 30 East, said point also being located on the boundary line of Big Horn County; thence north along said Township and boundary line of Big Horn County to South 1/16th corner of Section 6, Township 2 South, Range 30 East, said point also on the northern boundary of the Crow Reservation; thence east along the said north boundary of the Crow Reservation being Township 2 South, Ranges 30, 31, 32 and 33 East to Dewald Road, located in the Southwest Quarter Section 3, Township 2 South, Range 33 East; thence south along Dewald Road to the intersection of Kukes Loop; thence east along Kukes Loop to the intersection of State Highway #313; thence north along State Highway #313 to the intersection of Randall Road and Sawyer Loop; thence east and north along Sawyer Loop to the intersection of Bighorn River Lane; thence east and north along Bighorn River Lane to the intersection of Medicine Cherry Drive; thence west along Medicine Cherry Drive to the intersection of Peritsa Creek; thence northeasterly along Peritsa Creek to the intersection of the Big Horn River, located in the Southeast Quarter Section 24, Township 1 South, Range 33 East; thence southwesterly along the Big Horn River to the intersection of the Big Horn Canal, located in Southwest Quarter Section 22, Townships 2 South, Range 33 East; thence southeasterly along the Big Horn Canal to the section line common to Section 22 and 27, said Township 2 South and Range 33 East; thence east along the Sections 27, 26, 25 to the Northeast corner of Section 25, Township 2 South, Range 33 East; thence south along Range line to the Southeast corner of Section 13, Township 3 South, Range 33 East; thence west along Township line to the southwest corner of Section 18, Township 3 South, Range 32 East; thence north along the Range line to the northwest corner of Section 6, Township 3 South, Range 32 East; thence west along the Township line of Townships 31 and 30 East to the point of beginning.

Precinct 2

Beginning at a point located at the Northwest corner of Section 9, Township 5 South, Range 32 East; thence south along Sections 9, 16, 21 and 28 to the Southeast corner of Section 28 of said Township 5 South and Range 32 East; thence west along Section 28 to the Southwest corner of said Section 28; thence south along Section 32 to the Southeast corner of Section 32, Township 5 South, Range 32 East; thence west along Township line to the Northeast corner of Section 4, Township 6 South, Range 32 East; thence south along Section 4 to the Southeast corner of said Section 4; thence west along Sections 4, 5 and 6 to the Northeast corner of Section 12, Township 6 South, Range 31 East; thence south along Range line to the Southeast corner of Section 36 of said Township and Range; thence west along Township line to the Southwest corner of Section 31 of said Township and Range; thence north along Range line to the Northwest corner of Section 6 of said Township and Range; thence east along Township line to the intersection of the Big Horn River; thence northeast along the Big Horn River to the intersection of the north section line of Section 8, Township 5 South, Range 32 East; thence east along section line to the point of beginning.

Precinct 3

Beginning at a point located at an intersection of the north boundary of the Crow Reservation and the west boundary of Big Horn County located at the South 1/16th corner of Section 6, Township 2 South, Range 30 East; thence north and east along the boundary of Big Horn County to State Highway #47 located along the north section line of Section 6, Township 3 North, Range 34 East; thence southwesterly along State Highway #47 to an intersection of Olenik Loop located in Section 2, Township 2 North, Range 33 East; thence southwesterly along Olenik Loop to the Southeast corner of Section 3, Township 2 North, Range 33 East; thence west along the section line to the Southeast corner of Section 5, Township 2 North, Range 33 East; thence south along the section line to the Southeast corner of Section 29, Township 2 North, Range 33 East; thence west along the south section line to the Northeast corner of Section 31 of

said Township and Range; thence south along the east section line of Section 31, Township 2 North, Range 33 East; thence south along section line to the Southeast corner of Section 31 of said Township and Range; thence east along Township line to the intersection of Upper Road located in the Northwest Quarter Section 4, Township 1 North, Range 33 East; thence southerly and easterly along Upper Road to the intersection of Center Road located in Section 33, Township 1 North, Range 33 East; thence south along Center Road to the intersection of Pine Ridge Road; thence west along Pine Ridge Road to the Northeast corner of Section 5, Township 1 South, Range 33 East, said point also being the intersection of Whitman Coulee Loop; thence south along section line and Whitman Coulee Loop to the intersection of Interstate 90; thence continuing south along section line, also being Vanzandt Road, to the intersection of Old Highway #87; thence continuing south along section line, also being Davis Road, to the intersection of Randal Road located near the Southeast corner of Section 32, Township 1 South, Range 33 East; thence west along Randal Road to the intersection of Keehler Road; thence south along Keehler Road to the intersection of the north boundary of Crow Reservation located in Section 5, Township 2 South, Range 33 East; thence west along the north boundary of Crow Reservation across Township 2 South, Ranges 33, 32, 31 and 30 East to the point of beginning.

Precinct 4

Beginning at a point located at the Northwest corner of Section 9, Township 1 South, Range 33 East, said point also being along West Boehs Road; thence east along West Boehs Road to the Northeast corner of Section 11, Township 1 South, Range 33 East, said point also being the northwest corner of incorporated limits of the City of Hardin; thence in a southern direction along the incorporated limits of the City of Hardin to the intersection of Maverick Road and Rail Road located in the Northeast Quarter of Section 27, Township 1 South, Range 33 East; thence southwest along Rail Road to the intersection of Two Leggings Canal; thence northerly along Two Leggings Canal to the intersection of Old Highway #87; thence west along Old Highway #87 to the intersection of Cemetery Road; thence north along Cemetery Road to the intersection of Vanzandt Road; thence west along Vanzandt Road to the intersection of County Road #160 and being the west section line of Section 16, Township 1 South, Range 33 East; thence north along section line and County Road #160 to the intersection of Interstate 90; thence continuing north along section line and Whitman Coulee Loop to the point of beginning.

Precinct 4N

Beginning at a point located at the intersection of State Highway #47 and the north boundary of Big Horn County located along the north section line of Section 6, Township 3 North, Range 34 East; thence east along the north boundary of Big Horn County to the Big Horn River; thence southerly along the Big Horn River through Township 3 North, Range 34 East, Township 2 and 1 North and 1 South, Range 33 East to the northern boundary of Crow Reservation; thence continuing south along the Big Horn River approximately 150 south of the north boundary of Crow Reservation; thence west along the north boundary of Crow Reservation to the intersecting with the east boundary of the incorporated limits of City of Hardin and a water canal; thence north along canal approximately 400 feet into the Southwest Quarter Section 1, Township 1 South, Range 33 East; thence southwest across private driveway for property at 745 Boehs Road to the intersection of East Boehs Road; thence west along East Boehs Road to the intersection of Whitman Coulee Loop; thence north along Whitman Coulee Loop to the intersection of Pine Ridge Road; thence east along Pine Ridge Road to the intersection of Center Road; thence north along Center Road to the intersection of Upper Road; thence westerly then northerly along Upper Road to the south section line of Section 33 of Township 2 North, Range 33 East; thence west along section line to the Southwest corner of Section 32 of Township 2 North, Range 33 East; thence north along the west section line of said Section 32; thence east along section line to the Northeast corner of said Section 32; thence north along section lines to the Northwest corner of Section 9, Township 2 North, Range 33 East; thence east along section line to the Southwest corner of Section 2, Township 2 North, Range 33 East and the intersection of Olenik

Loop; thence northeast along Olenik Loop to the intersection of State Highway #47; thence north along State Highway #47 through Township 3 North, Range 33 East to the point of beginning.

Precinct 5

Beginning at a point located along the north boundary of Crow Reservation and Northeast corner of Section 12, Township 1 South, Range 36 East; thence south along the Range line to the Southeast corner of Section 36, Township 3 South, Range 36 East; thence east along the Township line to the Northeast corner of Section 1, Township 4 South, Range 37 East; thence south along Range line to the Southeast corner of Section 25, Township 4 South, Range 37 East; thence west along section line to the intersection of South Reno Creek Road located along the south section line of Section 29, Township 4 South, Range 37 East; thence northwest along South Reno Creek Road to the intersection of Reno Creek Road and Section 13, Township 4 South, Range 36 East; thence northwest along Reno Creek Road to an intersection of an unmaintained unnamed road located in the West Half of Section 12, Township 4 South, Range 35 East; thence north along the unmaintained unnamed road across the West Half of Section 12 and West Half of Section 1 to the northwest corner of Section 1, Township 4 South, Range 35 East; thence west along the Township line to the East 1/6th of Section 34, Township 3 South, Range 35 East, said point also being the east boundary line of Reno-Benteen Memorial and Trail; thence north and west along the boundary line of Reno-Benteen Memorial and Trail to the intersection of Battlefield Tour Road; thence north along Battlefield Tour Road to the intersection of Little Bighorn Battlefield National Monument east boundary line; thence north and west along the boundary line of Little Bighorn Battlefield National Monument to the intersection of US Highway #212, located in Section 17, Township 3 South, Range 35 East; thence westerly along US Highway #212 approximately 175 feet; thence north through the Northeast Quarter of Section 17 and East Half of Section 8, Township 3 South, Range 35 East to the intersection of Custer Creek Road; thence northwest along Custer Creek Road to the intersection of Heritage Road and a unmaintained unnamed road located in Section 6, Township 3 South, Range 35 East; thence northeasterly along an unmaintained unnamed road to the intersection of a water way located in the Southeast Quarter of Section 31, Township 2 South, Range 35 East; thence westerly along said water way to the intersection of the Little Bighorn River located in the Northwest quarter of said Section 31; thence north along the Little Bighorn River approximately 1320 feet to the intersection of a water way; thence west along said water way to Crow River Road; thence northerly along Crow River Road to the intersection of River Road C located in Section 24, Township 2 South, Range 34 East; thence west along River Road C to the intersection of Interstate 90; thence north along Interstate 90 to the intersection of River Road A located along the north section line of Section 14, Township 2 South, Range 34 East; thence east along River Road A to the intersection of Crow River Road; thence north and west along Crow River Road to the intersection of Interstate 90 located in the South Half Section 3, Township 2 South, Range 34 East; thence northerly along Interstate 90 to the intersection of Sarpy Road located in Section 19, Township 1 South, Range 34 East; thence north and east along Sarpy Road to the intersection of the north boundary of Crow Reservation located at the northwest corner of Section 12, Township 1 South, Range 35 East; thence east along the north boundary of Crow Reservation to the point of beginning.

Precinct 6

Beginning at a point located at the Northeast corner of Section 1, Township 3 North, Range 34 East said point also being located on the northerly boundary of Big Horn County; thence south and east along the boundary of Big Horn County to the intersection of the north boundary of the Northern Cheyenne Reservation, located in the Northeast Quarter of Section 9, Township 2 South, Range 39 East; thence west along the boundary line of Northern Cheyenne Reservation to the North 1/16th corner of Section 7, Township 2 South, Range 39 East; thence north along the Township line to the South 1/16th corner of Section 1, Township 2 South, Range 38 East; thence west across said

Section 1 to the South 1/16th corner of said Section 1, said point also being the northerly boundary of Northern Cheyenne Reservation; thence west along the Northern Cheyenne Reservation boundary to a point on the Section line between Section 2 and 3, also common to the Crow Indian Reservation easterly boundary line; thence north along the Crow Indian Reservation boundary line to a point located in Section 11, Township 1 South, Range 38 East; thence West along the northern boundary of the Crow Indian Reservation to the center line of the Big Horn River in Section 1, Township 1 South, Range 33 East; thence northerly along the Big Horn River to the northern boundary of Big Horn County located in Section 5, Township 3 North, Range 34 East; thence east to the Northeast corner of Section 1, Township 3 North, Range 34 East, to the point of beginning.

Precinct 7

Beginning at a point located at the intersection of Interstate 90 and US Highway #212, said point is located at the Southwest corner of Section 7, Township 3 South, Range 35 East; thence east along US Highway #212 to a location approximately 1500 feet east of the west section line of Section 17, Township 3 South, Range 35 East; thence north through the Northeast Quarter of Section 17 and the East Half of Section 8, Township 3 South, Range 35 East to the intersection of Custer Creek Road; thence northwest along Custer Creek Road to the intersection of Heritage Road an unmaintained unnamed road located in Section 6, Township 3 South, Range 35 East; thence northeasterly along an unmaintained unnamed road to the intersection of a water way located in the Southeast Quarter of Section 31, Township 2 South, Range 35 East; thence westerly along said water way to the intersection of the Little Bighorn River located in the Northwest quarter of said Section 31; thence north along the Little Bighorn River approximately 1320 feet to the intersection of a water way; thence west along said water way to Crow River Road; thence north along Crow River Road to the intersection of River Road C located in Section 24, Township 2 South, Range 34 East; thence west along River Road C to the intersection of Interstate 90; thence continuing west past Interstate 90 to Agency Canal located along the north section line of Section 25, Township 2 South, Range 34 East; thence southerly along Agency Canal to the intersection of Yellow Pansy Road; thence southwest along Yellow Pansy Road to the intersection of the north section line of Section 35, Township 2 South, Range 34 East; thence east along the north section line to approximately the North Quarter corner of said Section 35; thence south along two track road located to approximately the South Quarter corner of said Section 35 at the intersection of BIA-1 Road; thence west along BIA-1 Road to an intersection of an unmaintained unnamed road located approximately at the Northeast corner of the Northwest Quarter of Section 2, Township 3 South, Range 34 East; thence southerly along said unmaintained unnamed road to and intersection of another unmaintained unnamed road located in the Southwest Quarter of said Section 2; thence southeast along said unmaintained unnamed road approximately 1700 feet; thence northeast across an agricultural field to the west line of the Southwest Quarter section line of Section 1, Township 3 South, Range 34 East to a unmaintained unnamed road; thence east along unmaintained unnamed road to the intersection Hotska Street located in the Southwest Quarter of said Section 1; thence south along Hotska Street for approximately 150 feet to an unmaintained unnamed road; thence south along unmaintained unnamed road paralleling the west side of Little Bighorn River to an intersection of unmaintained unnamed road located in West half of Section 13, Township 3 South, Range 34 East; thence southeasterly across an agricultural field to Reno Canal; thence northerly along Reno Canal to Little Bighorn River; thence south along the Little Bighorn River to the intersection of Interstate 90 located in Section 18, Township 3 South, Range 35 East; thence north along Interstate 90 to the point of beginning.

Precinct 8

Beginning at the Northeast corner of Section 24, Township 3 South, Range 33 East; thence south along the Range line to the Southeast corner of Section 36, Township 4 South, Range 33 East; thence west along the Township line to the Southeast corner of Section 33, Township 4 South, Range 33 East; thence south along section line to the Southeast corner of Section 16, Township 5 South, Range 33 East; thence west along section line to the Southwest corner of Section 18, Township 5 South, Range 33 East; thence south along Range line to the Southeast corner of Section 36, Township 5 South, Range 32 East; thence west along Township line to the Northeast corner of Section 1, Township 6 South, Range 32 East; thence south along Range line to the Southeast corner of Section 36, Township 6 South, Range 32 East; thence west along Township line to the Southwest corner of Section 31, Township 6 South, Range 32 East; thence north along Range line to the Northwest corner of Section 7, Township 6 South, Range 32 East; thence east along section line to the Northeast corner of Section 9, Township 6 South, Range 32 East; thence north along section line to the Northwest corner of Section 3, Township 6 South, Range 32 East, thence east along Township line to the Southwest corner of Section 33, Township 5 South, Range 32 East; thence north along section line to the Northwest corner of said Section 33; thence east along section line to the Northeast corner of said Section 33; thence north along section line to the Northwest corner of Section 10, Township 5 South, Range 32 East; thence west along section line to the Big Horn River located along the south section line of Section 5, Township 5 South, Range 32 East; thence south along the Big Horn River to the north section line of Section 2, Township 6 South, Range 31 East; thence west along Township line to the Northeast corner of Section 1, Township 6 South, Range 30 East; thence south along Range line to the Southeast corner of Section 12 of said Township and Range; thence west along section line to the Southeast corner of Section 10 of said Township and Range; thence south along section line to the Southeast corner of Section 22 of said Township and Range; thence west along section line to the Southeast corner of Section 21 of said Township and Range; thence south along section line to the Southeast corner of Section 28 of said Township and Range; thence west along section line to the Southwest corner of Section 30 of said Township and Range; thence north along Range line to the Northwest corner of Section 6 of said Township and Range; thence east along Township line to the Southeast corner of Section 31, Township 5 South, Range 30 East; thence north along Range line to the Northwest corner of Section 6, Township 4 South, Range 30 East, said point also being the east boundary of Big Horn County; thence continuing north along Range line and east boundary of Big Horn County to the Northwest corner of Section 6, Township 3 South, Range 30 East; thence east along Township line to the Northeast corner of Section 1, Township 3 South, Range 31 East; thence south along Range line to the Northeast corner of Section 24, Township 3 South, Range 31 East; thence east along section line through Township 3 South, Range 32 and 33 East to the point of beginning.

Precinct 9

All that land located within the incorporated boundaries of the Town of Lodge Grass.

Precinct 10

Beginning at a point located along the east boundary of Big Horn County and the Northeast corner of Section 1, Township 6 South, Range 40 East; thence south along boundary of Big Horn County to the Southeast corner of Section 36, Township 7 South, Range 40 East; thence easterly along boundary of Big Horn County to the Northeast corner of Section 1, Township 8 South, Range 44 East; thence south along the boundary of Big Horn County to the Southeast corner of Section 36, Township 9 South, Range 44 East; thence westerly along the southern boundary of Big Horn County to the Southwest corner of Section 35, Township 9 South, Range 37 East; thence

north along section line to the Northwest corner of Section 2, Township 7 South, Range 37 East; thence west along section line to the Southwest corner of Section 34, Township 6 South, Range 37 East; thence north along section line to the Northwest corner of Section 3, Township 6 South, Range 37 East; thence east along section line to the Southwest corner of Section 33, Township 5 South, Range 37 East; thence north along section line to the Northwest corner of Section 33, Township 4 South, Range 37 East; thence east along section line to the Northeast corner of Section 36, Township 4 South, Range 37 East, thence north along Range line to the Northwest corner of Section 32, Township 4 South, Range 38 East; thence east along section line to the Northeast corner of Section 34, Township 4 South, Range 38 East; thence south along section line to the Southeast corner of Section 34, Township 5 South, Range 38 East; thence east along Township line across Township 6 South, Range 38, 39 and 40 East to the point of beginning.

Precinct 11

Beginning at a point located at the intersection of Interstate 90 and the Big Horn River located in Section 19, Township 1 South, Range 34 East; thence south along Interstate 90 to intersection of Crow River Road located in the South Half of Section 3, Township 2 South, Range 34 East; thence east and south along Crow River Road to the intersection of River Road A located along the south section line of Section 11 of said Township and Range; thence west along River Road A to the intersection of Interstate 90; thence south along Interstate 90 to the south section line of Section 24, Township 2 South, Range 34 East; thence west along said section line to Agency Canal located along the north section line of Section 25, Township 2 South, Range 34 East; thence south along Agency Canal to the intersection of Yellow Pansy Road; thence southwest along Yellow Pansy Road to the intersection of the north section line of Section 35, Township 2 South, Range 34 East; thence east along the north section line to approximately the North Quarter corner of said Section 35; thence south to approximately the South Quarter corner of said Section 35 at the intersection of BIA-1 Road; thence west along BIA-1 Road to an intersection of an unmaintained unnamed road located approximately at the northeast corner of the Northwest Quarter of Section 2, Township 3 South, Range 34 East; thence south along said unmaintained unnamed road to and intersection of another unmaintained unnamed road located in the Southwest Quarter of said Section 2; thence southeast along said unmaintained unnamed road approximately 1700 feet; thence northeast across an agricultural field to the west line of the Southwest Quarter section line of Section 1, Township 3 South, Range 34 East to a unmaintained unnamed road; thence east along unmaintained unnamed road to the intersection Hotska Street located in the Southwest Quarter of said Section 1; thence south along Hotska Street for approximately 150 feet to an unmaintained unnamed road; thence south along unmaintained unnamed road paralleling the west side of Little Bighorn River to an intersection of unmaintained unnamed road located in West half of Section 13, Township 3 South, Range 34 East; thence southeasterly across an agricultural field to Reno Canal; thence north along Reno Canal to the Little Bighorn River; thence south along the Little Bighorn River to the intersection of Interstate 90 located in Section 18, Township 3 South, Range 35 East; thence south along Interstate 90 to the south section line of Section 27, Township 4 South, Range 35 East; thence west along section line to the Southwest corner of Section 30, Township 4 South, Range 35 East; thence south along range line to the Southeast corner of Section 25, Township 4 South, Range 34 East; thence west along section line to the Southwest corner of Section 30, Township 4 South, Range 34 East; thence north along Range line to the Northwest corner of Section 30, Township 2 South, Range 34 East; thence west along section line to the intersection of Big Horn Canal located along the south section line of Section 22, Township 2 South, Range 33 East; thence northwest along Big Horn Canal to the Big Horn River; thence northeast along the Big Horn River to the point of beginning.

Precinct 12

Beginning at a point located along the east boundary line of Big Horn County, said point also located at the Northeast corner of Section 25, Township 2 South, Range 40 East; thence south along the east boundary line of Big Horn County to the Southeast corner of Section 36, Township 3 South, Range 40 East; thence west along section line of said Section 36 to the intersection of East Fork Muddy Creek Road; thence northwesterly along East Fork Muddy Creek Road to the intersection of Muddy Creek Road; thence southerly and westerly along Muddy Creek Road to an intersection of an unmaintained unnamed road located in the Southwest Quarter of Section 34, Township 3 South, Range 40 East; thence northerly and westerly along the unmaintained unnamed road to the intersection Killsnight Drive located in the Southeast Quarter of Section 7, Township 3 South, Range 40 East; thence northwesterly along Killsnight Drive to the intersection of US Highway #212; thence north and east along US Highway #212 to the intersection of a private drive located in the Southwest Quarter of Section 4, Township 3 South, Range 40 East; thence northwest along private drive across Rosebud Creek located in the Northwest Quarter of said Section 4; thence northeast across agriculture and range land to an unmaintained unnamed road located the Southeast Quarter of Section 33, Township 2 South, Range 40 East; thence northeast along unmaintained unnamed road to the intersection of Black Springs Road located in the West Half of Section 35, Township 2 South, Range 40 East; thence east along Black Springs Road to the intersection of Rosebud Creek located in said East Half of Section 35; thence northeasterly along Rosebud Creek to the west section line of Section 25, Township 2 South, Range 40 East; thence north along section to the Northwest corner of said Section 25; thence east along section line of Said Section 25 to the point of beginning.

Precinct 14

Beginning at a point located along Interstate 90, said point also being located at the north section line of Section 1, Township 8 South, Range 35 East; thence south along Interstate 90 to the intersection of the south boundary line of Big Horn County located along the south section line of Section 33, Township 9 South, Range 36 East; thence west along the south boundary line of Big Horn County to the Southwest corner of Section 31, Township 9 South, Range 34 East; thence north along Range line to the Northwest corner of Section 19, Township 8 South, Range 34 East; thence east along section line to the Northwest corner of Section 21 of said Township and Range; thence north along section line to the Northwest corner of Section 4 of said Township and Range; thence east along township line to the point of beginning.

Precinct 15

Beginning at a point located at the Northeast corner of Section 1, Township 4 South, Range 29 East; thence South along the Range line to the Southeast corner of Section 36, Township 5 South, Range 29 East; thence west along the Township line to the Northeast corner of Section 1, Township 6 South, Range 29 East; thence South along the Range line to a point on the on the east line of Protracted Block 43, Township 7 South, Range 29 East; thence west to the center of Big Horn Lake and boundary of Big Horn County in Protracted Block 43, Township 7 South, Range 29 East; thence northeasterly along the boundary of Big Horn County to a point in the center of Big Horn Lake in Protracted Block 43, Township 7 South, Range 29 East; thence west along the boundary of Big Horn County across Township 7 South, Ranges 29, 28, 27, 26 and 25 East to a point common along section line of Section 19 and 20, Township 7 South, Range 25 East; thence north and northeasterly along the boundary of Big Horn County through Townships 7, 6, 5 and 4 South, Range 25 East to a point along section common to Section 21 and 28, Township 4 South, Range 25 East; thence easterly along the boundary line of Big Horn County through

Township 4 South, Ranges 25, 26, 27, 28, and 29 to a point located on the Northeast corner of Section 1, Township 4 South, Range 29 East, the said point of beginning.

Precinct 16

Beginning at a point located at the intersection of Interstate 90 and US Highway #212, said point located at the Northwest corner of Section 18, Township 3 South, Range 35 East; thence east along US Highway #212 to the eastern boundary of Little Bighorn Battlefield National Monument; thence southeast along eastern boundary of Little Bighorn Battlefield National Monument to the intersection of Battlefield Tour Road located in Section 20, Township 3 South, Range 35 East; thence southerly along Battlefield Tour Road to the boundary line of Reno-Benteen Memorial and Trail located in Section 34, Township 3 South, Range 35 East; thence north, east, and south along the boundary of Reno-Benteen Memorial and Trail to the East 1/16th corner of said Section 34; thence east along Township line to an intersection of an unmaintained unnamed road located at the Northwest corner of Section 1, Township 4 South, Range 35 East; thence south along the unmaintained unnamed road to the intersection of Reno Creek Road located in the West Half of Section 12, Township 4 South, Range 35 East; thence east and south along Reno Creek Road to the intersection of South Reno Creek Road located in Section 13, Township 4 South, Range 36 East; thence south and east along South Reno Creek Road to the south section line of Section 29, Township 4 South, Range 37 East; thence west along section lines to Interstate 90 located along the south section line of Section 27, Township 4 South, Range 35 East; thence north along Interstate 90 to the point of beginning.

Precinct 17

Beginning at a point located on the East boundary of the incorporated City of Hardin and 4th Street; thence south along said east boundary of City of Hardin to the Southeast corner of Section 23, Township 1 South, Range 33 East; thence continuing along the boundary of the incorporated City of Hardin to the Southwest corner of Certificate of Survey 16(A) located in the Southeast Quarter of Section 22, Township 1 South, Range 33 East; thence south to the Southwest corner of Lot 2B of Certificate of Survey #147(A); thence east between Block 9 and Block 2 of the Westlich-Heimat Subdivision 3rd Amendment to the common corner between Mitchell Avenue and 1st Street South; thence north along Mitchell Avenue to West 1st Street; thence east along West 1st Street to the Northwest corner of Lot 1, Block 18 of the original City of Hardin; thence south to Railway Street; thence northeast along Railway Street, to the point of beginning.

Precinct 18

Beginning at a point common to East 3rd Street and East Railway Street; thence southwest along Railway Street to the Southwest corner of Lot 4, Block 18 of the original City of Hardin Townsite; thence north to West 1st Street; thence west along West 1st Street to Mitchell Avenue; thence south along Mitchell Avenue to the corner of Mitchell and 1st Street South; thence west between Block 9 and Block 2 of the Westlich-Heimat Subdivision 3rd Amendment to the Southwest corner of Lot 2B of Certificate of Survey #147(A); thence north to the Northwest corner of Heimat Park said point also being the boundary of the incorporate City of Hardin; thence north and east along the boundary of the incorporate City of Hardin to a point along Vanzandt Road located; thence east along Vanzandt Road to the intersection of N Mitchell Avenue and 10th Street West; thence southwest along Mitchell Avenue to 8th Street; thence east along 8th

Street to Choteau Avenue; thence south along Choteau Avenue to West 3rd Street; thence east along West 3rd Street to the point of beginning.

Precinct 19

Beginning at a point located on the east boundary line of incorporated City of Hardin, said point also located at the Northwest corner of Section 23, Township 1 South, Range 33 East; thence south along the eastern boundary line of the incorporated City of Hardin to a point on East 3rd Street; thence southwesterly along East 3rd Street to the a point common to West 3rd Street and East Railway Street; thence west along West 3rd Street to a point intersecting Chouteau Avenue; thence north along Chouteau Avenue to a point intersecting 8th Street West; thence west along 8th Street West to a point intersecting North Mitchell Avenue; thence northeasterly along Mitchell Avenue to a point intersecting Vanzandt Road and 10th Street West; thence west along Vanzandt Road to the Southwest corner of Lot 1, Block 1, of the Madler Addition, said point also being the west boundary line of the incorporated City of Hardin; thence in a northerly direction along the west boundary line of the incorporated City of Hardin to a point on East Boehs Road, said point also located at the Northwest corner of Section 12, Township 1 South, Range 33 East; thence east along East Boehs Road and north boundary line of the incorporated City of Hardin to a point intersecting a private driveway for property 745 Boehs Road; thence leaving the incorporated boundary of City of Hardin in a northeasterly direction along said private driveway to a point intersecting a canal of the Big Horn River; thence south along canal of the Big Horn River to the northeast corner of the incorporated boundary of City of Hardin; thence south along the east boundary line of the incorporated City of Hardin to a point on the south section line of Section 13, Township 1 South, Range 33 East; thence west along said section line and boundary line of the incorporated City of Hardin to the point of beginning.

Precinct 20

Beginning at a point located along Sarpy Road and the northern boundary of Crow Reservation, said point also located along the north section line of Section 12, Township 1 South, Range 35 East; thence southwest along Sarpy Road to the intersection of Interstate 90 located in Section 19, Township 1 South, Range 34 East; thence northwesterly along Interstate 90 to the intersection of Big Horn River located in the Northwest Quarter of said Section 19; thence southwesterly along Big Horn River to Peritsa Creek located in the Southeast Quarter of Section 24, Township 1 South, Range 33 East; thence southwesterly along Peritsa Creek to the intersection of Medicine Cherry Drive; thence east along Medicine Cherry Drive to the intersection of Bighorn River Lane; thence south thence west along Bighorn River Lane to the intersection of Sawyer Loop; thence south thence west along Sawyer Loop to the intersection of State Highway #313; thence south along State Highway #313 to Kukes Loop; thence west along Kukes Loop to the intersection of Dewald Road; thence north along Dewald Road to the intersection of the north boundary line of Crow Reservation, said point also located in the Southwest Quarter of Section 3, Township 2 South, Range 33 East; thence west along the north boundary line of Crow Reservation to the intersection of Keehler Road, said point located in the Southeast Quarter of Section 5, Township 2 South, Range 33 East; thence north along Keehler Road to the intersection of Randall Road; thence east along Randall Road to the intersection of Davis Road, thence north along Davis Road to the intersection of Old Highway #87 and Vanzandt Road; thence continue north thence east along Vanzandt Road to the intersection of Cemetery Road; thence south along Cemetery Road to the intersection of Old Highway #87; thence east along Old Highway #87 to the intersection of Two Leggings Canal; thence southerly and easterly along Two Leggings Canal to the intersection of Rail Road located in Section 27, Township 1

South, Range 33 East; thence northeasterly along Rail Road to the intersection of South Mitchell Avenue, said point also being the southern boundary line of incorporated City of Hardin; thence along the boundary line of incorporated City of Hardin to a point located approximately 100 feet south of the north section line of Section 12, Township 1 South, Range 33 East; thence east to a point on the east side of Big Horn River and being approximately 150 south of said north section line of Section 12; thence north to the north section line of said Section 12 and being the northerly boundary of Crow Reservation; thence east along the northerly boundary of Crow Reservation to the point of beginning.

Precinct 21

Beginning at a point located along Interstate 90 and the north section line of Section 34, Township 4 South, Range 35 East; thence southerly along Interstate 90 to the south section line of Section 36, Township 7 South, Range 35 East; thence west along Township line to the Southeast corner of Section 32, Township 7 South, Range 34 East; thence south along section lines to the Southeast corner of Section 17, Township 8 South, Range 34 East; thence west along section lines to the Southwest corner of Section 18 of said Township and Range; thence south along Range line to the Southeast corner of Section 36, Township 9 South, Range 33 East, said point also being the south boundary line of Big Horn County; thence west along the south boundary line of Big Horn County to the Big Horn River, said point also located at the Southwest corner of Protracted Block 44, Township 9 South, Range 28 East; thence northeasterly along the Big Horn River to the north section line of Protracted Block 55, Township 7 South, Range 29 East; thence east to the west section line of Section 18, Township 7 South, Range 30 East; thence north along Range line to the Northwest corner of Protracted Block 44, Township 6 South, Range 30 East; thence east along section lines to the Northwest corner of Protracted Block 47 of said Township and Range; thence north along section line to the Northwest corner of Protracted Block 43 of said Township and Range; thence east along section line to the Northwest corner of Protracted Block 42 of said Township and Range; thence north along section lines to the Northwest corner of Protracted Block 38 of said Township and Range; thence east along section lines to the Northeast corner of Protracted Block 37 of said Township and Range; thence south along Range line to the Northwest corner of Protracted Block 37, Township 7 South, Range 31 East; thence east along Township line to the Northeast corner of Section 1, Township 7 South, Range 32 East; thence north along Range line to the Northwest corner of Section 6, Township 6 South, range 33 East; thence east along Township line to the Southwest corner of Section 31, Township 5 South, Range 33 East; thence north along Range line to the Northwest corner of Section 19 of said Township and Range; thence east along section lines to the Northwest corner of Section 22 of said Township and Range; thence north along section lines to the Northwest corner of Section 3 of said Township and Range; thence east along Township line to the Northeast corner of Section 1 of said Township and Range; thence north along Range line to the Northwest corner of Section 31, Township 4 South, Range 34 East; thence east along section lines to the point of beginning. Excluding Precinct #9.

Precinct 25

Beginning at a point located at the Northeast corner of Section 32, Township 4 South, Range 37 East; thence south along section lines to the Southeast corner of Section 32, Township 5 South, Range 37 East; thence west along Township line to the Northeast corner of Section 4, Township 6 South, Range 37 East; thence south along section lines to the Southeast corner of Section 33, Township 6 South, Range 37 East; thence east along Township line to the Northeast corner of Section 3, Township 7 South, Range 37 East; thence south along section lines to the Southeast Section 34, Township 9 South, Range 37 East, said point also being along the south boundary line of Big Horn County; thence west along the south boundary line of Big Horn County to the intersection of Interstate 90, said point also located along the south line of Section 33, Township 9 South, Range 36 East; thence northerly along Interstate 90 to the north section

line of Section 34, Township 4 South, Range 35 East; thence east along section lines to point of beginning.

Precinct 26

Beginning at a point located along the north boundary line of the Crow Reservation, said point also located at the Northwest corner of Section 7, Township 1 South, Range 37 East; thence east along the northern boundary line of the Crow Reservation to the northeast corner of Crow Reservation, said point being located in the Northwest Quarter of Section 11, Township 1 South, Range 38 East; thence south along east boundary line of the Crow Reservation to the intersection of the northeast corner of Northern Cheyenne Reservation boundary, said point being located in the Southwest Quarter of Section 2, Township 2 South, Range 38 East; thence east to the South 1/16th corner of Section 1 of said Township and Range; thence south along the Range line to north boundary of Northern Cheyenne Reservation, said point also located at the North 1/16th corner of Section 7, Township 2 South, Range 39 East; thence east along the north boundary of Northern Cheyenne Reservation to the intersection of the east boundary of Big Horn County located along the east section line of Section 12, Township 2 South, Range 40 East; thence south along the east boundary of Big Horn County to the Southeast corner of Section 24 of said Township and Range, thence west along the section line to the Southwest corner of said Section 24; thence south along section line of Section 25 to Rosebud Creek; thence southeasterly along Rosebud Creek to the intersection of Black Spring Road located in Section 35 of said Township and Range; thence west along Black Spring Road to the intersection of an unmaintained unnamed road located in the Northwest Quarter of said Section 35; thence southwesterly along said unmaintained unnamed road to the west section line of Section 34 of said Township and Range; thence southwesterly across an agricultural field to a private residence located in the Northwest Quarter of Section 4, Township 3 South, Range 40 East; thence southeasterly along private driveway of said private residence to the intersection of US Highway #212; thence southwesterly along US Highway #212 to the intersection to Killsnight Drive located in Section 7, Township 3 South, Range 40 East; thence southeasterly along Killsnight Drive to the intersection of an unmaintained unnamed road located in the Southeast Quarter of said Section 7; thence southeasterly along the unmaintained unnamed road to the intersection of Muddy Creek Road located in the Southwest Quarter of Section 34, Township 3 South, Range 40 East; thence easterly along Muddy Creek Road to the intersection of East Fork Muddy Creek Road, thence southerly along East Fork Muddy Creek Road to the north section line of Section 1, Township 4 South, Range 40 East; thence east along section line to the Northeast corner of said Section 1, said point also being the east boundary line of Big Horn County; thence south along the east boundary line of Big Horn County to the Southeast corner of Section 36, Township 5 South, Range 40 East; thence west along Township line to the Southwest corner of Section 35, Township 5 South, Range 38 East; thence north along section lines to the Southwest corner of Section 26, Township 4 South, Range 38 East; thence west along section lines to the Southwest corner of Section 29 of said Township and Range; thence north along Range line to the Southeast corner of Section 36, Township 3 South, Range 37 East; thence west along Township line to the Southwest corner of Section 31 of said Township and Range; thence north along Range line the point of beginning.

COUNTY OF BIG HORN, MONTANA
RESOLUTION 2023 - 10

PREAMBLE:

A Resolution approving the boundaries of the County Commissioner Districts in Big Horn County.

RECITALS:

The State of Montana, pursuant to Title 5, Chapter 1, Part 1, of the Montana Code Annotated, has caused the redistricting and reapportionment of its legislative districts to reflect population changes revealed by the latest federal census; and

Legislative reapportionment has necessitated certain changes in the boundaries of the Commissioner Districts in Big Horn County.

THEREFORE:

The boundaries of the Big Horn County voting precincts are as set forth on "Exhibit B":

COUNTY COMMISSIONER DISTRICT NO. 1

COUNTY COMMISSIONER DISTRICT NO. 2

COUNTY COMMISSIONER DISTRICT NO. 3

DATED this 6TH day of April, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



George Real Bird III, Presiding Officer



Larry Vandersloot, Member

LB. Hair
Lawrence Big Hair, Member

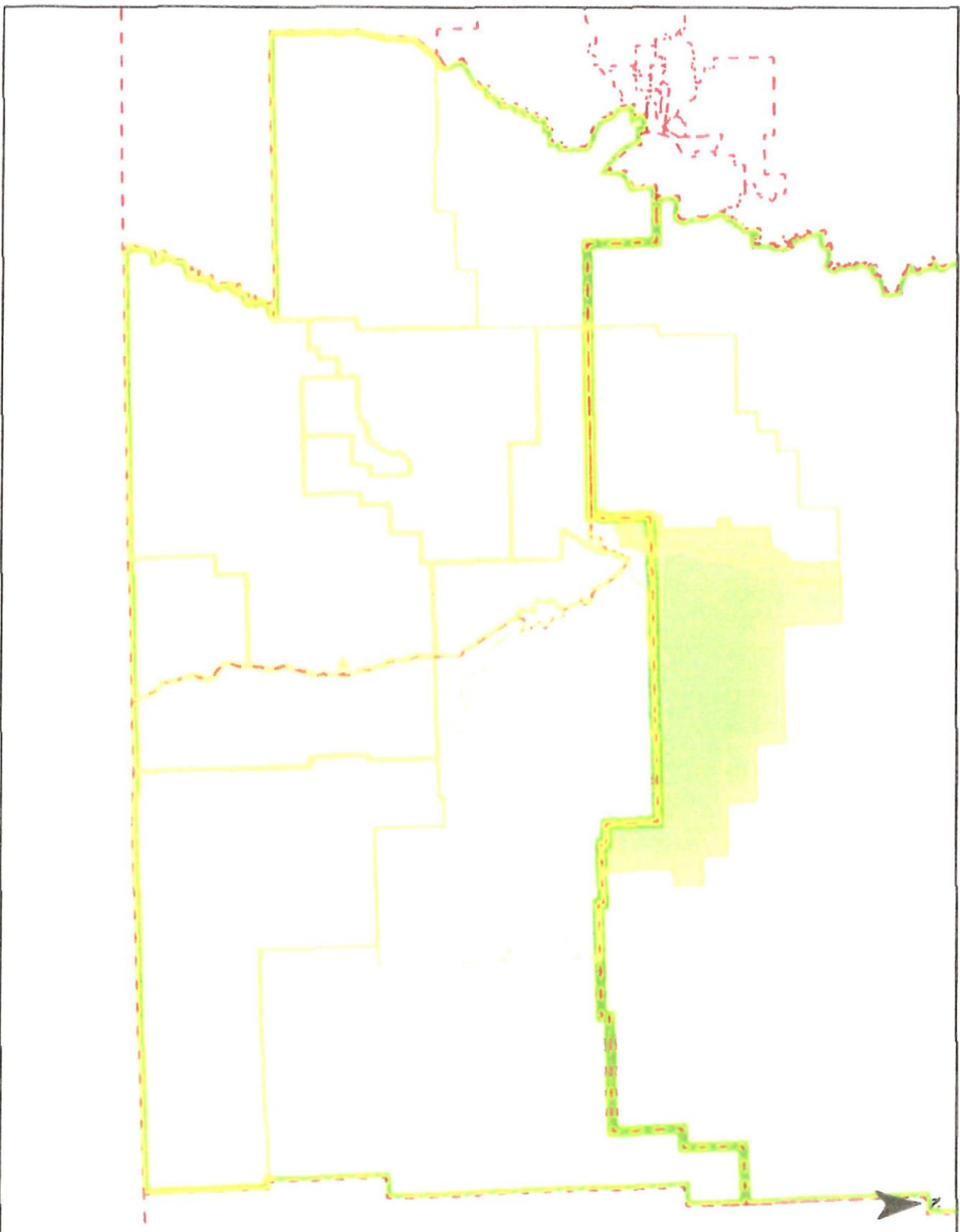
ATTEST:

Peri Schenderline
Peri Schenderline
Clerk and Recorder - Deputy

Redistrict 2023

Legend

- Precinct 2023 DRAFT
- House District
- Senate District
- COMMISSIONER DISTRICT #2
- COMMISSIONER DISTRICT #3
- COMMISSIONER DISTRICT #1



0 3.75 7.5 15 Miles

**BIG HORN COUNTY
ATTORNEY'S OFFICE
P.O. BOX 908
HARDIN, MT 59034-0908
PHONE (406) 665-9720**

To: Big Horn County Commissioners
From: Jeanne Torske, Big Horn County Attorney
Re: Proposed Redistricting of Commission Districts

The proposed map, labeled Draft 1, is the best option as it provides for the closest to ideal population distribution between districts; conforms as close as possible to the voting precinct, senate, house, and school district boundaries; and meets the requirements of *Windy Boy v. County of Big Horn*.

ANALYSIS

I. Montana law governs the redistricting of commissioner districts.

Montana law requires that the Commissioners divide the County “into as many commissioner districts as there are county commissioners and ensure that the districts are as compact and equal in population and area as possible.”¹

II. Counties must comply with the timelines established under Montana law when redistricting both precincts and commissioner districts.

A. Prohibitions on changes to commissioner district boundaries: Changes are prohibited during the time period starting 6 months before a county commissioner primary election and ending after the general election.²

¹ Mont. Code Ann. § 7-4-2102.

² *Id.*

B. Prohibitions on changes of precinct boundaries. “When the changes are required to make precinct boundaries conform to legislative district boundaries following the adoption of a districting and apportionment plan . . . the changing of precinct boundaries must be accomplished within 45 days of the filing of the final plan.”³

III. County officials must attempt to conform precinct district boundaries to other election district boundaries.

Montana law states:

The officials responsible for preparing a districting and apportionment plan shall consider the problems of conforming present precinct boundaries to the new districts as well as existing boundaries of wards, school districts, and other districts. The election administrator of counties involved in the plan must be consulted before adoption of the final plan.⁴

IV. The redistricting plan must comply with the requirements of the Voting Rights Act.

The redistricting of commissioner districts is subject to the Voting Rights Act. “No voting qualification or prerequisite to voting, or standard practice, or procedure shall be imposed or applied by any State or political subdivision to deny or abridge the right of any citizen of the United States to vote on account of race or color.”⁵

In 1986, the U.S. District Court for the District of Montana issued a decision in *Windy Boy v. County of Big Horn*. The plaintiffs in *Windy Boy*, challenged the at-large system of voting for Commissioners and school board members in Big Horn County. The U.S. Supreme Court has recognized the impact of at-large elections on minority groups, finding:

At-large voting schemes . . . tend to minimize the voting strength of minority groups by permitting the political majority to elect *all* representatives of the district. A distinct minority, whether it be a racial, ethnic economic, or political group, may be unable to elect any representatives in an at-large election, yet may be able to

³ Mont. Code Ann. § 13-3-102.

⁴ Montana Code Annotated § 13-3-102(3).

⁵ Pub.L.No. 89-110, § 2, 79 Stat. 437 (1965).

elect several representatives if the political unit is divided into single member districts.⁶

In examining Big Horn County's at-large elections, the Court noted the application of the Voting Rights Act, stating "only when at-large elections dilute minority votes so that minorities do not have an equal opportunity to participate in the political process is the Voting Rights Act violated. Only when at-large voting systems are purposefully established or maintained to dilute minority voting strength are at large systems unconstitutional."⁷

Under the amendments to the Voting Rights Act, there are seven factors that a court must review to determine whether minority votes are diluted by a voting system:

1. The extent of any history of official discrimination in the state or political subdivision that touched the right of the members of the minority group to register, to vote, or otherwise to participate in the democratic process;
2. The extent to which voting in the elections of the state or political subdivision is racially polarized;
3. The extent to which voting in the elections of the state or political subdivision has used unusually large election districts, majority vote requirements, anti-single shot provisions, or other voting practices or procedures that may enhance the opportunity for discrimination against the minority group;
4. If there is a candidate slating process, whether the members of the minority group have been denied access to that process;
5. The extent to which the members of the minority group in the state or political subdivision bear the effects of discrimination in such areas as education, employment and health, which hinder their ability to participate effectively in the political process;
6. Whether political campaigns have been characterized by overt or subtle racial appeals;
7. The extent to which members of the minority group have been elected to public office in the jurisdiction.⁸

Congress cited two other factors:

8. Whether there is a significant lack of responsiveness on the part of elected officials to the particularized needs of the members of the minority group;

⁶ *Rogers v. Lodge*, 102 S. Ct. 3272, 3275 (1982).

⁷ *Windy Boy v. County of Big Horn*, 647 F. Supp. 1002, citing *Escambia County, Florida v. McMillan*, 104 S. Ct. 1577, 1579 (1984).

⁸ *Windy Boy*, 647 F. Supp. 1002 (D. Mont. 1986).

9. Whether the policy underlying the . . . [voting] procedure is tenuous.⁹

"Proof of racially polarized voting is the "keystone" of a vote dilution case under Section 2."¹⁰

"While these enumerated factors will often be the most relevant ones, in some cases other factors will be indicative of the alleged dilution. The cases demonstrate, and the Committee intends that there is no requirement that any particular number of factors be proved, or that a majority of them point one way or another."¹¹

The Court found that at-large elections in Big Horn County violated Section 2 of the Voting Rights Act. The end result of the *Windy Boy* case was an election plan that attempted to avoid the pit falls of at-large voting by redrawing the three county commissioner districts to provide that Indians¹² would enjoy an overwhelming majority in one district and a sizable majority in another. By establishing these districts, the Court sought to ensure that Indians were represented in County government. The intent of the Election Plan was "to not only conform to the instructions of the Court's Memorandum Opinion and Section 2 of the Voting Rights Act, it is designed to comply with other legal requirements and to be as fair and balanced as possible."¹³

V. Draft 1 complies with the legal requirements for redistricting.

Montana law requires that Big Horn County divide the County into commissioner districts in a manner that ensures "that the districts are as compact and equal in population and area as possible."¹⁴ The map that was selected conforms the commission districts as close as possible to the precinct, school district, legislative, and senate boundaries. The commission districts selected are contiguous.

⁹ *Id.*

¹⁰ *U.S. v. Marengo County Com'n.*, 731 F.2d 1546, 1566 (11th Cir. 1984).

¹¹ 1982 U.S.Code Cong. & Ad.News at 207 (footnote omitted).

¹² This memo uses the term "Indian" because that was the term used by the Court.

¹³ Defendants' Election Plan, at page 2.

¹⁴ Mont. Code Ann. § 7-4-2101(1).

An analysis of the population in the proposed districts, demonstrates that the districts are close to ideal:

Commission District	Population	Percentage Deviation from Ideal
District 1	4375	0.0075
District 2	4360	-0.3354
District 3	4389	0.3277

The proposed districts also are compliant with the *Windy Boy* decision and the Defendants' Election Plan that was created following the Court's decision in that matter. The proposed districts include a majority Indian district, majority non-Indian district, and a swing district.

Commissioner District	Indian Voters	Non-Indian Voters	Percentage Indian Voters
District 1	3052	1323	69.8%
District 2	3771	589	86.5%
District 3	1971	2418	44.9%

IV. The District Judge shall review the redistricting plan to determine whether it meets the legal requirements.

Once the Commissioners have approved the redistricting plan, the plan must be submitted to the District Judge for a determination as to whether the plan meets the requirements of Montana law.¹⁵ Even if a redistricting plan is approved by the judge, it may still be challenged

¹⁵ Montana Code Annotated § 7-4-2102 (2).

in court for alleged violations of the Voting Rights Act or other applicable law. It is important to note that a plaintiff does not have to show discriminatory intent to establish a violation of the Voting Rights Act.¹⁶ This means that a redistricting plan developed based on other factors or concerns may be found to have a racially discriminatory impact that dilutes minority voting. Adopting a redistricting plan that is compliant with the legal requirements is important to decrease the likelihood of a lawsuit that would cost Big Horn County substantial legal fees.

CONCLUSION

The map labeled Draft 1 and associated redistricting plan most closely complies with the legal requirements. To the extent possible, the boundaries of the commission districts align with precinct, school district, legislative, and senate districts boundaries. This is important to limit the number of different ballots that will be needed at precincts, decreasing both cost and voter confusion. Furthermore, the proposed districts are contiguous and close to the ideal population distribution. The plan also complies with the *Windy Boy* decision and does not further dilute the voting power of Indians in Big Horn County.

It is my professional opinion that the map labeled Draft 1 is the best option available and should be adopted. Failure to adopt this map and redistricting plan, may result in litigation. If litigation does occur, Big Horn County will likely lose. This litigation will be costly.

/s/ Jeanne Torske
Big Horn County Attorney

¹⁶ *United States v. Marengo County Comm'n*, 731 F.2d 1546 (11th Cir. 1984).

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 11

Preamble

Section 3.1 of the ARPA compliance guidance allows ARPA recipients to elect a standard allowance of up to \$10 million to spend on government services through the period of performance. Big Horn County received just over \$2.5 million in ARPA funding.

NOW THEREFORE BE IT RESOLVED, Big Horn County elects to take the standard allowance to spend its ARPA funding on government services.

Date this 6TH day of April, 2023 in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



George Real Bird III, Chairman

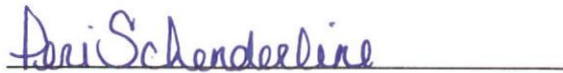


Larry Vandersloot, Member



Lawrence Big Hair, Member

ATTEST:



Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 12

PREAMBLE:

A Resolution to approve the Maintenance Agreement with Addendum between the Big Horn County Treasurer and Montana Interactive, LLC dba NIC Montana.

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.

The County desires to enter into a maintenance agreement for software that will enable citizens to pay taxes and submit other government applications on the County's website.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the Maintenance Agreement and Addendum.

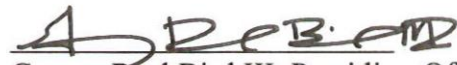
EFFECTIVE:

The Maintenance Agreement and Addendum shall become effective when signed by all necessary parties.

ENACTED:

This 6TH day of APRIL, 2023, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

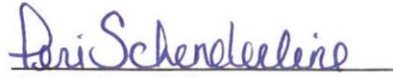

George Real Bird III, Presiding Officer


Larry Vandersloot, Member



Lawrence Big Hair, Member

ATTEST:



Peri Schenderline
Clerk and Recorder

MAINTENANCE AGREEMENT

This Maintenance Agreement ("**Agreement**") is by and between the Big Horn County Treasurer (the "**Agency**"), whose address and phone number are 121 3rd Street West, Hardin, MT 59034 and 406-665-9830 and Montana Interactive, LLC dba NIC Montana (the "**Contractor**"), whose address and phone number are PO Box 164, Helena MT, 59624 and 406-449-3468.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. "**Business Day**" means any day except Saturdays, Sundays, and the legal holidays defined in 1-1-216(1), MCA.
- 1.2. "**Confidential Information**" means all written or oral information of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- 1.3. "**Documentation**" means all existing user, technical, and operating manuals necessary to enable the Agency to properly install, use, and maintain the Software, including but not limited to training materials, system specifications, hardware requirements, and all other user instructions regarding the capabilities, operation, installation, and use of the Software.
- 1.4. "**Error**" means an instance of failure of Software to be operative. An Error is classified as Severity 1, 2 or 3 as described in Section 3.1(c).
- 1.5. "**Intellectual Property Right**" means all intellectual property rights recognized under the laws and treaties of the United States, including copyrights, patents, mask works, trademarks, trade secrets, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.
- 1.6. "**Maintenance Services**" means the services described in Schedule A including help desk support, Error correction and the provision of Updates.
- 1.7. "**SaaS Solutions**" means commercial, readily available services provided through hardware, software and network infrastructure hosted by NIC Inc. ("NIC") or another of its subsidiaries, including hardware, software and network infrastructure that enable applications developed by Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; to process all other forms of electronic funds transfer, process billing and collection of funds, to manage the registration of users of fee services, and manage the online transaction logging data. It includes such other digital services as may be from time to time developed by NIC, or another of its subsidiaries, outside of this Agreement and made available to the Agency through Contractor.
- 1.8. "**Software**" means the compiled, machine-readable, and/or executable version of the software and related Documentation now in use by Contractor and as may be improved or modified by Contractor in the future, including, but not limited to, the Documentation, Updates, and any Upgrades which have been purchased by the Agency, in each case as described in Schedule A. For the avoidance of doubt, Software includes SaaS Solutions.
- 1.9. "**Update**" means a set of procedures or new program code that Contractor implements which may correct Errors, mitigate vulnerabilities, and to the extent provided to all customers from time to time at no additional cost may include minor modifications to improve performance or functionality.
- 1.10. "**Upgrade**" means a new version or release of the Software which adds capabilities or improves the performance or functionality of the Software. Upgrades include new programs which replace the Software or the features and functions of the Software.

2. **EFFECTIVE DATE, DURATION AND RENEWAL.** This Agreement shall take effect on September 1, 2022 (the “Effective Date”), and terminate on the five-year anniversary of the Effective Date, unless terminated pursuant to the terms of this Agreement. This Agreement will automatically renew in one-year intervals, unless either party gives 90 days’ written notice prior to the end of the current term.

3. **MAINTENANCE SERVICES.**

3.1. **Maintenance Services.** Contractor will provide “Maintenance Services” for Software identified on Schedule A. The Maintenance Services shall include:

- a. Contractor will provide email and/or telephone support during normal business hours and will also provide a 24x7 monitored outreach mechanism to report Severity 1 Incidents.
- b. Contractor will provide Updates, when available, for the Software.
- c. Contractor will resolve any Error in the Software reported by Agency or otherwise known to Contractor in accordance with the following priority level to such Error:
 1. **Severity 1 Incident.** In the event the Software is rendered unavailable or if the delivery of expected critical functionality thereof has failed (such as a comprehensive outage or consistent transaction failures), Contractor shall use commercially reasonable efforts to resolve the issue within one hour 80% of the time, measured annually, after receiving Agency notification of such an event. Contractor shall provide Agency with periodic reports (no less frequently than once every 30 minutes) on the status of the error and resolution.
 2. **Severity 2 Incident.** In the event the Software or the delivery of expected critical functionality thereof is available but has substantially degraded in performance (such as intermittent availability or irregular transactions issues), Contractor shall use commercially reasonable efforts to resolve the issue within six hours 80% of the time, measured annually, after receiving Agency notification of such an event. Contractor shall provide Agency with periodic reports (no less frequently than once every 60 minutes) on the status of the error and resolution.
 3. **Severity 3 Incident.** In the event the delivery of expected non-critical Software functionality has degraded in performance without material impact on Agency outcomes, Contractor shall use commercially reasonable efforts to resolve the error within five Business Days of receiving Agency notification of such error. Contractor shall provide Agency with periodic reports (no less frequently than once each day) on the status of the error and resolution.

3.2. **Exclusions.** Contractor is not obligated to provide Maintenance Services or support to the extent the need for support was created in whole or in part by:

- a. the negligence or willful misconduct of Agency, or any unauthorized use or modifications of the Software or its operating environment;
- b. any failure or defect of Agency’s or a third party’s equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Contractor’s or its subcontractor’s or services provider’s control);
- c. Agency’s use of the Software other than in accordance with this Agreement; or
- d. an event of force majeure (as described in the Agreement).

Unless otherwise set forth in a Statement of Work, the Contractor or its designee will provide the infrastructure and hosting environment for Software provided hereunder.

4. **SOFTWARE LICENSES.** Contractor will provide access to the functionality of Software identified on Schedule A for the term of the Agreement. Access to particular Software of Contractor by Agency shall terminate upon termination of the Agreement. The Agency does not have any rights to have or to make copies or archival copies of any Software at any time.
- 4.1. **Ownership and Proprietary Rights.** Contractor retains all right, title, and interest in and to the Software, and the Agency acknowledges that it neither owns nor acquires any right in and to the Software not expressly granted by this Agreement.
- 4.2. **Disclaimer.** Contractor and its affiliates and their directors, officers, and employees shall not be liable for any losses, costs, expenses, including reasonable attorney's fees, arising out of or related to the use or modification or enhancement of the Software or the source code either by the Agency or any third party, or caused by any modifications or changes performed by Agency, or at their direction, to the operating platform or environment on which or with which the Software or source code are operated.
5. **OTHER SERVICES.** At the Agency's written request, Contractor may provide other services set forth on Schedule A. Such other services may include, without limitation, professional services to assist the Agency with the installation, configuration, and deployment of the Software application(s) covered by this Agreement, or Upgrades to such Software. The parties shall agree to the scope of work, roles and responsibilities; deliverables; and cost of such professional services in Schedule A, which may be amended and restated from time to time upon the mutual agreement of the parties.
6. **PCI DSS COMPLIANCE.** The Parties understand and agree to comply with PCI DSS and any amendments thereto. The Parties acknowledge that each Party is responsible for the security of cardholder data in its possession. The Parties agree to maintain a list of which PCI DSS requirements are managed by Agency, and which requirements are the responsibility of Contractor to include in Contractor PCI DSS reviews. Upon request, a Party agrees to provide the other Party (in this case, also a requesting party) with written proof of its compliance with the PCI DSS. If Contractor is providing Payment Services Devices (as indicated on Schedule A), Agency shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
7. **FEES AND PAYMENTS.** In consideration for the right to use certain Software granted to the Agency hereunder and the performance of Contractor's obligations hereunder, the Agency shall pay to Contractor certain fees as set forth in Schedule B, which fees shall be due and payable as set forth therein. Agency will pay invoices net 30 days from the receipt of an accurate invoice.
8. **CONFIDENTIALITY.**
- 8.1. **Ownership of Confidential Information.** Each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that, subject to Montana's open records laws, all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. The Agency acknowledges that the Software and source code, including the intellectual property embodied therein, are proprietary Confidential Information of Contractor or its affiliates.
- 8.2. **Mutual Confidentiality Obligations.** Except as expressly provided otherwise in this Agreement, each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants,

if any, who have a need to have access; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

8.3. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 8.1 (Ownership of Confidential Information) and 8.2 (Mutual Confidentiality Obligations) shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, as early as reasonably possible under the circumstances, give written notice to the other Party or (b) to assist the other Party, at its expense, in establishing its rights under this Agreement, including to make such court filings as it may be required to do.

8.4. **Request for Information.** Notwithstanding anything contained in this Agreement to the contrary any request for information received by County is subject to applicable Montana laws, it being understood that such laws may require disclosure of NIC's confidential information that would otherwise be prohibited by the Agreement or otherwise, and Montana law will control. If County receives a Public Records Act request concerning NIC's confidential information, County will notify NIC of the request before disclosing any such records to the requesting party. Upon receipt of such notification, NIC will within two (2) weeks determine whether it objects to County's disclosure of such records and will so notify County of its determination. If NIC objects to the disclosure, it will advise County of the reasons for the objection. Further, NIC may provide County with a redacted version of the record for disclosure purposes if and to the extent required by applicable Montana law or may seek court ordered protection concerning the requested disclosure. To the extent any suit is based upon the requesting party's claim that County wrongfully refused to disclose a requested public record in reliance on NIC's objection to the disclosure, NIC agrees to indemnify and defend County and its officers and employees from any suit brought by the requesting party against the indemnified parties. This duty to indemnify shall not be limited in any manner whatsoever by any other clause in this Agreement. NIC's duty hereunder shall survive the termination of this Agreement.

9. COVENANTS.

9.1. **Representation Concerning Intellectual Property.** Contractor represents and warrants that sale, licensing or use of any Software, SaaS Solution and Documentation furnished under this Agreement do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Right.

9.2. **Compliance with Laws.** Contractor shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders. Without limiting the generality of the foregoing, the Parties each respectively understands that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications

and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

10. INTELLECTUAL PROPERTY INDEMNIFICATION.

10.1. **Third-Party Claim.** In the event of any claim by any third party against the Agency that the Software provided under this Agreement infringes upon or violates any Intellectual Property Right, the Agency shall promptly notify the Contractor. The Contractor shall defend such claim, in the Agency's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the Agency against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. the Agency will promptly notify the Contractor of the claim in writing; and
- b. the Agency will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 1. the Contractor will permit the Agency to participate in the defense and settlement of any such claim, at the Agency's own expense, with counsel of its choosing; and
 2. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Agency, its elected and appointed officials, agents or employees without the Agency's prior written consent.

10.2. **Product Subject of Claim.** If the Software developed under this Agreement or any Documentation furnished is likely to or does become the subject of a claim of infringement of an Intellectual Property Right, then the Contractor shall either procure for the Agency the right to continue using the alleged infringing product; or modify the product so that it becomes non-infringing; or replace it with one that is at least functionally equivalent and shall not degrade the operation or performance of the Software, product, or Documentation. If none of the above options may be accomplished within a reasonable time and at commercially reasonable rates or if the use of such product by the Agency shall be prevented by injunction, the Agency agrees to return the product to the Contractor upon written request. The Contractor shall accept the return from the Agency of the infringing component, along with any other components of any products rendered unusable as a result of the infringing component and as Agency's exclusive remedy, refund the full time and materials price paid to Contractor for such components or any prepaid fees associated with a time period that Agency was prohibited from using the Software.

11. LIMITATION OF LIABILITY.

11.1. **General Limitation.** EXCEPT AS PROVIDED IN SECTION 11.2 (EXCEPTIONS), NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, CONTRACTOR'S LIABILITY UNDER

THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE FEES ACTUALLY PAID BY AGENCY TO CONTRACTOR (LESS INTERCHANGE AND MERCHANT FEES INCURRED BY CONTRACTOR) PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR DAMAGE.

- 11.2. **Exceptions.** Contractor's liability for damage or loss caused by injury to persons or tangible property, or related to intellectual property indemnification, is not subject to the limitation on the amount of damages set forth in Section 11.1.

12. **TERMINATION.**

- 12.1. **Termination for Cause.** In addition to any other available remedy, a Party may terminate this Agreement or any Statement of Work, for the other Party's failure to materially perform any of the services, duties, terms, or conditions contained in this Agreement after giving the breaching Party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- 12.2. **Termination for Convenience.** A Party may, by written notice to the other Party, terminate this Agreement, without cause and without incurring liability to Contractor. Agency shall give notice of termination to Contractor at least 90 days before the effective date of termination.

13. **CONTRACT MANAGERS AND NOTICES**

- 13.1. **Contract Manager.** Agency's Contract Manager identified below is Agency's single point of contact and shall perform all contract management on Agency's behalf. Written notices, requests, complaints, or any other issues regarding this Agreement should be directed to Agency's Contract Manager and Contractor's Contract Manager, or other designees, as set forth below.

Denise Rios is Agency's Contract Manager
121 3rd Street West
Hardin MT 59034
406-665-9830
drrios@bighorncountymt.gov

Fred Sargeson is Contractor's Contract Manager
PO Box 164
Helena MT 59624
406-694-2686
fsargeson@egov.com
With a copy to: legal@egov.com

- 13.2. **Notifications.** Agency's Contract Manager and Contractor's Contract Manager may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service, email or facsimile, the notice is effective upon receipt during business hours; if notice is provided by mail, the notice is effective within three Business Days of mailing.

- 13.3. **Copies of Notifications.** Contemporaneously with any communication sent to the Contract Manager a duplicate of such communication shall be sent by the same method to:

Big Horn County Commissioners
121 3rd Street West
P.O. Box 908
Hardin, MT 59034
(406)665-9700
perischenderline@bighorncountymt.gov

14. **FORCE MAJEURE.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition temporarily suspends a party's obligations under this Agreement during the period when the force majeure condition prevents performance, unless the parties mutually agree that the obligation is excused because of the condition.
15. **CHOICE OF LAW.** This Agreement will be governed solely by the laws of the Agency of the State of Montana. Venue for any suits brought hereunder shall be brought in and for the Twenty Second Judicial Court in and for the County of Big Horn.
16. **GENERAL CONDITIONS.**
- 16.1. **Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.
- 16.2. **Amendments.** Any amendment or modification must be in a written agreement signed by the parties.
- 16.3. **Waiver.** Either Party's failure to enforce any obligation, responsibility, or provision of this Agreement is not a waiver of any other obligation or responsibility or of its right to enforce the specific provision or this Agreement in the future, and the Party may exercise appropriate remedies if the breach occurs again.
- 16.4. **Survival.** The rights and obligations of the Parties which, by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes, include without limitation, the provisions of the following sections: SOFTWARE LICENSES, CONFIDENTIALITY, COVENANTS, INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY, and CHOICE OF LAW. All such sections shall survive any termination of this Agreement.
- 16.5. **Assignment, Transfer, and Subcontracting.** Contractor may not assign, transfer, or subcontract any portion of this Agreement without Agency's prior written consent; provided, however, Contractor's affiliates shall be permitted to perform services on behalf of Contractor under this Agreement without the Agency's prior written consent. Contractor is responsible to Agency for the acts and omissions of all affiliates, subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor, in each case in the performance of this Agreement. No contractual relationships exist between any subcontractor and Agency under this Agreement.
- 16.6. **Severability.** A declaration by any court or any other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and materially dependent.
- 16.7. **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- 16.8. **Equal Parties.** The parties acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted the Agreement, amendment or addendum.
- 16.9. **Attorney Fees.** In the event of any suit between the parties concerning the terms and provisions of any of the Agreements each party shall pay its own attorney's fees.

17. **EXECUTION.**

The parties through their authorized agents have executed this Agreement on the dates set out below.

Montana Interactive, LLC dba NIC Montana
PO Box 164
Helena MT 59624
Federal ID #20-0680498

BY: Fred Sargeson, General Manager

DATE

Big Horn County
121 3rd Street West
Hardin MT 59034

BY: Denise Rios, Treasurer

DATE

BY: George Real Bird III, Presiding Officer

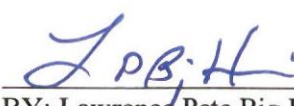
DATE



BY: Larry Vandersloot, Commissioner

4/6/23

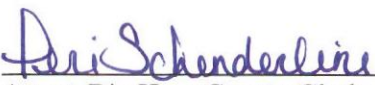
DATE



BY: Lawrence Pete Big Hair, Commissioner

4/6/23

DATE



Attest: Big Horn County Clerk and Recorder *Deputy*

4/6/23

DATE

SCHEDULE A

SERVICES

Description of Software Maintenance Services: The following Software (including SaaS Solutions) will be the subject of the Maintenance Services:

- ☒ **CCP** – Common Checkout Page is a proprietary web-based application that will act as the interface for the end-user to input certain data, including name, address, and credit card information, necessary to process a payment.
- ☒ **TPE** – TPE® proprietary payment engine will act as the middleware between CCP and the credit card authorization network to obtain authorization and settlement of funds from the end-user's card issuing bank.
- ☐ **CDB** – CDB is a proprietary customer database application that will allow end-user to register for recurring payments and that will hold the end-user profile for recurring payments.
- ☐ **AccessGov** – AccessGov is a self-service digital government platform that enables our partners to engage citizens through a collection of products designed specifically to bring the most common needs to market quickly.
- ☐ **Over the Counter** – The OTC payment solution is available to government entities wishing to offer electronic payments. Easy to set up, OTC allows partners to securely accept debit and credit cards, as well as electronic check (eCheck). Partners can also offer customers a link to allow them to make payments at their convenience - anytime, 24/7. OTC has rich reporting capabilities and offers direct deposit into a private bank account.
- ☐ **Prompt Pay** – Prompt Pay allows government employees to send a prepopulated payment link by SMS text message and/or email to citizens, which eliminates over the phone or fax payment processing. Prompt Pay improves the secure handling of electronic payment information (PCI compliance), modernizing the user's experience when interacting with government employees and reducing the workload of their customer service clerks.
- ☒ **Marriage License Application** (AccessGov platform) – This service allows citizens to complete and submit a marriage license application online. Users enter basic information associate with each spouse. An attestation statement is presented confirming the information. Users 18 and over have the option to pay the application fee online or pay in person and pick up their license at the county.
- ☐ **Other** – [description here]

Customer Support: As part of Maintenance Services, Contractor will provide the help desk described in Section 3.1(a) of the Agreement. Contractor will pass issues beyond the scope of this service to name, telephone number, email address and/or Agency help desk: telephone number, email address

Description of Other Services: Identify any Professional Services, such as Upgrades to Software, or other services to be provided hereunder. Additional services may be added from time to time by amending and restating this Schedule A.

Payment Processing Services – Contractor will provide Agency with credit card payment processing services for any credit or debit card with the Visa, Discover, MasterCard or American Express logo. Other branded cards can be accepted by written mutual consent of both Parties. However, Contractor reserves the right to make Fee changes in order to process other cards.

Chargeback Retrieval/Research – A chargeback occurs when an end-user disputes the transaction with their card issuing bank. The card issuing bank will contact Contractor asking for supporting documentation to verify that the transaction was legitimate and processed with the consent of the end-user. Contractor will work with the card issuing

bank to resolve chargebacks in a timely manner. Contractor will “net” all Chargeback amounts from future disbursements. However, should Contractor resolve the Chargeback in the Agency’s favor, the amount will be recredited to Agency. In the event that chargeback is upheld in the End User’s favor, it is the responsibility of the Agency (rather than Contractor) to pursue the collection on the Chargeback amount from the End User.

Refunds – Contractor understands that from time to time Agency may have to refund end-user the transaction amount. Agency will coordinate with Contractor to verify the refund amount and it will be the responsibility of the Agency to issue refunds to end-users at Agency’s discretion. However, due to the potential of large transaction payments, Contractor may ask Agency to remit to Contractor the refund amount, before Contractor issues the refund. In cases where Contractor issues a refund without requesting Agency to remit payment prior to issuing the refund, Contractor will “net” all refunded amounts from future disbursements.

eCheck/ACH Returns/Disputes – Contractor will “net” all refunded amounts from future disbursements, if sufficient funds are available through future disbursements within the same week. If sufficient funds to reimburse refunded amounts are not available through future disbursements within the same week, Agency will promptly reimburse Contractor for such amounts. It is the Agency’s responsibility (rather than Contractor) to pursue collection on all ACH returns from the end user.

As Contractor is acting as the Merchant of Record, all funds that are processed through TPE will be deposited into an account owned by Contractor. As settlement of credit card varies by brand and ACH returns vary by applicable bank, Contractor will disburse all settled transactions, net of Fees, Refunds, Chargebacks, and ACH returns, to Agency 72 hours after the close of a Business Day.

Contractor receives funds as an agent of the Agency, and the funds become the property of the Agency immediately upon receipt by Contractor. The Agency shall regard receipt of these funds by Contractor as equivalent for all purposes to receipt of the funds by the Agency directly. In the unlikely event that Contractor fails to disburse the funds to the Agency, the Agency will nevertheless consider itself to have been paid the funds by the user and will not attempt to recover the funds or withhold services from the end user. Nothing in this paragraph prejudices any remedies that the Agency might have against Contractor.

Contractor can provide Payment Service Devices during the term of this Agreement at an additional cost. “Payment Service Devices” means Dynamag swipe readers or FD40 chip and pin readers. Agency will maintain the Payment Service Devices in its possession.

Assumptions -

Agency will be responsible for providing the online application that will communicate to CCP and transfer to CCP relevant information necessary to process the payment successfully.

Agency will provide a toll-free number to display on end-users credit card statements.

Agency will provide customer service to end-user.

Agency will provide Contractor with any support and supporting documentation that may be needed to process Chargebacks and Refunds.

Agency will work diligently with Contractor to help test and implement the Service in a timely manner.

SCHEDULE B

PRICING

Maintenance Fees:

Payment Processing Application Services

Payment Processing Services includes OTC, CCP, Prompt Pay and OTG Pay.

Agency shall pay Contractor a fixed fee in the amount of \$0.00 US dollars per month, paid in advance, for payment Processing Application Service maintenance and hosting during the term of the Agreement. See "Other Fees" for payment processing application services fees.

Enhanced Access Fees

Contractor will charge credit/debit card Electronic Payment Processing Fee of 2.15% for agencies that choose to offer American Express, along with Visa, MasterCard, and Discover. Contractor will charge Electronic Payment Processing fees of 1.995% for agencies that choose to exclude American Express, accepting only Visa, MasterCard, and Discover. In addition to the Electronic Payment Processing fees contractor will charge \$1.25 per transaction as the transaction fee, added to total payment if paid via a credit/debit card. Agency understands that credit/debit card merchant fees, which are included in Enhanced Access Fees, are set outside the control of Contractor. Contractor reserves the right to increase Enhanced Access Fees after providing written notice to Agency.

Agency services using these fees:

- iTax – CCP integration for Payment Processing

eCheck/ACH Fees – Contractor will charge \$2.00 per eCheck/ACH transaction as the Transaction and Electronic Payment Processing Fees regardless of the purchase amount. Agencies can elect to decline offering eCheck as a payment option.

Agency services using these fees:

- iTax – CCP integration for Payment Processing

Agencies can elect to pass fees on to the consumer/end users or absorb the fees for billing agency back monthly. Agency has elected to pass the fees on to the consumer/end user.

Professional Services. Time and Materials Rates. Agency shall pay Contractor for time and materials/professional services requested in writing at a blended rate of \$120/hour for services provided which are not covered by the Maintenance Fee or Enhanced Access Fees.

Annual Increase. Fees may be increased each calendar year following 2022, commencing in 2023, provided ninety (90) days' prior written notice is received by the Agency. The increased Fees may not exceed 5% over the fees as contained in this Agreement applicable to the previous year. The Agency may terminate any Service any time on or before thirty days following receipt of Contractor's written notice of a price increase.

Invoices: Contractor will submit invoices to the email address on file. Invoices for Maintenance Fees will be submitted monthly in advance of the provision of Maintenance Services. Contractor will include its electronic payment instructions on each invoice.

Addendum

The following shall be and is hereby added to all agreements, amendments, additions, (regardless of the name by which the document is called) by and between Big Horn County, Montana, a political subdivision of the State of Montana [hereinafter County] and Tyler Tech and any entities to which Tyler Tech is a successor including, but not limited to, Computer Software Associates, Inc. [hereinafter collectively Tyler] [hereinafter collectively called Agreements]:

1) Conflicting Terms

Should any conflict exist among the terms of the Agreements or any of them, and this Supplement the order of precedence will be as follows, this Supplement and lastly the Agreements or any of them.

2) Termination for Convenience

County may terminate any of the Agreements for the convenience of County, upon thirty (30) days advance written notice to Tyler, in which case County shall pay Tyler for all monies otherwise due hereunder to the date of termination, but County shall have no obligation to pay or reimburse Tyler for lost profits and/or unabsorbed overhead, or any other consequential or incidental damages.

3) Request For Information

Notwithstanding anything contained in any of the Agreements to the contrary any request for information received by County is subject to applicable Montana laws, it being understood that such laws may require disclosure of Tyler's confidential information that would otherwise be prohibited by any of the Agreements or otherwise, and Montana law will control. If County receives a

Public Records Act request concerning Tyler's confidential information, County will notify Tyler of the request before disclosing any such records to the requesting party. Upon receipt of such notification, Tyler will within two (2) weeks determine whether it objects to County's disclosure of such records and will so notify County of its determination. If Tyler objects to the disclosure, it will advise County of the reasons for the objection. Further, Tyler may provide County with a redacted version of the record for disclosure purposes if and to the extent required by applicable Montana law or may seek court ordered protection concerning the requested disclosure. To the extent any suit is based upon the requesting party's claim that County wrongfully refused to disclose a requested public record in reliance on Tyler's objection to the disclosure, Tyler agrees to indemnify and defend County and its officers and employees from any suit brought by the requesting party against the indemnified parties. This duty to indemnify shall not be limited in any manner whatsoever by any other clause in any of the Agreements. Tyler's duty hereunder shall survive the termination of all of the Agreements.

4) Compliance With Local, State And Federal Laws

The Parties each respectively understands that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the

Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

5) Copies Of Notifications

Contemporaneously with any communication sent to the County to a contact named in any of the Agreements, a duplicate of such communication shall be sent by the same method to:

Big Horn County Commissioners
121 3rd Street West
P.O. Box 908
Hardin, MT 59034
(406)665-9700
perischenderline@bighorncountymt.gov

5) Choice of Law, Venue and Attorney Fees

All Agreements shall be governed by the laws of the State of Montana. Venue for any suits brought pertaining to any of the Agreements shall be brought in the Twenty Second Judicial Court in Big Horn, Montana. In the event of any suit between the

parties concerning the terms and provisions of any of the Agreements each party shall pay its own attorney's fees.

6) No Third-Party Beneficiaries

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

7) Equal Parties

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

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

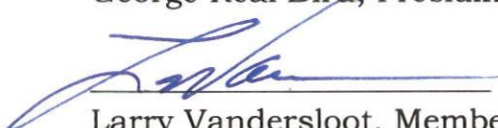
Tyler Tech

By its Board Of Commissioners:

By _____

Its: _____

George Real Bird, Presiding Officer



Larry Vandersloot, Member



Lawrence Pete Big Hair, Member

Attest:



Bri Schenderline
Clerk and Recorder Deputy