

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034



BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES May 18, 2023 9:00 AM

Members

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

1. Call to Order

Chairman Real Bird calls the meeting to order.

2. Roll Call

Commissioner Real Bird and Commissioner Big Hair were in attendance, Commissioner Vandersloot is excused. Tom Ackerman, Big Horn County News was also in attendance.

3. Claim Approvals

Commissioner Big Hair entertained a motion to approve claim book, warrant voucher 1255. The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

5. Personnel/Legal

(Closed Door)

Lindsey Fox, Human Resources, was in attendance while the Board voted on the termination of an employee on the recommendation of the Ambulance Director. Commissioner Big Hair entertained a motion to approve the termination. The motion was seconded by Commissioner Real Bird and passed unanimously.

Lindsey presented the Deputy Coroner Job Description. This position is usually appointed by the Coroner, but he has no prospects in mind so he would like to open it up to the application process. Commissioner Big Hair entertained a motion to approve the Deputy Coroner Job Description. The motion was seconded by Commissioner Real Bird and passed unanimously.

6. Old Business

7. New Business

Mutual Aid

Commissioner Big Hair entertained a motion to authorize Commissioner Real Bird to sign the Eastern District Disaster and Emergency Services/Emergency Management Mutual Aid Agreement. The motion was seconded by Commissioner Real Bird and passed unanimously.

Sober Safe Program

The SOBRsafe program would replace the previous 24/7 program. This would give Misdemeanor Probation & Parole the ability to monitor alcohol use with a hand held device known as a

SOBRcheck. Commissioner Big Hair entertained a motion to approve the agreement with SOBRsafe. The motion was seconded by Commissioner Real Bird and passed unanimously.

COA BUS

Mike Opie, Accountant has found an interested buyer between the time this item was placed on the agenda and when the meeting took place. No action was taken.

Fair

After meeting with the Fair Committee on Wednesday May 17th, 2023, the committee is planning on having the horse exhibits starting July 22nd. Commissioner Big Hair entertained a motion to amend the Big Horn County Fair dates to include July 22nd, 23rd and 24th. The motion was seconded by Commissioner Real Bird and passed unanimously.

Indian Relay Contract

The board has decided to include Indian Relay to the events being held during the Big Horn County Fair. The County Attorney, Jeanne Torske, drafted a Venue Services agreement, and the following changes to the contract were made. The Indian Relay event will take place on Saturday July 29, 2023, and the event will include Relay Heats, as it will only be a one-day event.

Fort Smith Water Sewer ARPA

Fort Smith Water and Sewer District was granted American Rescue Plan Act (ARPA) funds. The County is required to enter into a contract with the Fort Smith Water and Sewer District specifying the terms and conditions of the subaward to the third-party subrecipient. A memorandum of Agreement between the two, along with Resolution 2023-15, Covid Health Regulations Certification Form and ARPA Grant management plan were reviewed and submitted by Civil Attorney, Heather Ready. Commissioner Big Hair entertained a motion to approve the documents needed for Big Horn County to serve as a pass-through entity for the ARPA State and Local Fiscal Recovery Funds (SLFRF). The motion was seconded by Commissioner Real Bird and passed unanimously.

Lodge Grass ARPA

The Town of Lodge Grass has requested to transfer its American Rescue Plan Act (ARPA) funds to Big Horn County. The town of Lodge Grass and the Board of County Commissioners agree the grant funds will be managed by the County and will only reimburse for actual expenses related to the Sewer Main study and UV design project. The Town of Lodge Grass is unable to enter into an agreement with the Department of Natural Resources and Conservation to execute the project, due to concerns with the state and federal laws required by ARPA. They have submitted a letter of request to the Board of County Commissioners to serve as a pass-through entity for ARPA funds awarded to Lodge Grass. Civil Attorney, Heather Ready, has reviewed the letter and prepared Resolution 2023-16 for Big Horn County to act as such. Commissioner Big Hair entertained a motion to approve the documents. The motion was seconded by Commissioner Real Bird and passed unanimously.

Undercover Quilt

The Undercover Quilt Guild met with the board and discussed utilizing a room at the old Heritage Acres building once a month. The County Attorney, Jeanne Torske has drawn up a lease agreement for the Undercover Quilt Guild to use room 102 in the old Heritage Acres Building for \$200/year. Commissioner Big Hair entertained a motion to approve the Lease Agreement. The motion was seconded by Commissioner Real Bird and passed unanimously.

Yoga Use Agreement

Jim Brown from One Health had previously met with the Board of County Commissioners to discuss using the day room at the old Heritage acres building to offer a yoga class three times a week. The County Attorney prepared a facility use agreement which allows One Health to utilize the day room, Tuesday Morning from 8am-10am; Thursday evening 5:30pm-7:30pm and Saturday Morning from 9am-11am. One Health will pay the county a \$30 fair market value use fee. Commissioner Big Hair entertained a motion to approve the Facility Use Agreement for One Health. The motion was seconded by Commissioner Real Bird and passed unanimously.

8. Public Comments

No public comment.

9. Discussion

The National Guard will be coming to the Hardin Airport on Friday May 19, 2023. They will meet with the county and explain what will happen during the week of their training, as they will be utilizing the airport for the week.

10. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

CLASS TITLE: Deputy Coroner – Coroner's Office

ACCOUNTABLE TO: Coroner

PRIMARY OBJECTIVE OF POSITION: Under minimal direction and supervision, works in collaboration with law enforcement, medical examiners, and morgues to conduct thorough examinations into deceased persons on an on-call basis; provides accurate reports; displays a strong sense of professionalism, attention to detail, and the ability to handle sensitive situations with empathy.

ESSENTIAL JOB FUNCTIONS: Requires skill in active listening, speaking, critical thinking, social perceptiveness, judgement, and decision making while interacting with family members, media, law enforcement, and the general public; requires the ability to read and interpret documents such as medical reports, accident reports, and other professional documents; writing reports and correspondence, safely operating light-duty passenger vehicles and vans; and keyboarding are also required. Must possess the ability to hear, see and speak clearly. Frequent standing, sitting, kneeling, crouching, bending, stooping, twisting of waist, side-to-side turning of neck, reaching hands and arms; occasional lifting and/or moving up to 400 pounds with assistance on level surface, up or down stairs, or over rough ground. Works in various indoor and outdoor conditions, with potentially rough and uneven terrain, while on the scene of a death. May be required to work long and irregular hours including weekends as assigned. May be exposed to toxic or caustic substances, bio-hazards, people under duress; may be subject to verbal and/or physical confrontations. All safety policies and procedures must be followed.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE: Assists the Coroner in conducting investigations to determine the cause, manner and circumstances surrounding death; responds to and examines scene of death; identifies remains; performs post-mortem examinations, including external examinations of bodies, collection of samples and documentation of injuries or abnormalities; collects and preserves evidence related to deaths, such as personal belongings, medical records, and toxicology samples, ensuring proper chain of custody; collaborates with law enforcement agencies, medical professionals, and forensic experts to obtain additional information and support the investigation process; communicates with bereaved families and provides compassionate assistance and support during the investigation, maintains accurate and up-to-date records, including case files, reports and other documentation ensuring confidentiality and compliance with legal requirements; coordinates with funeral homes, hospitals, and other relevant parties to facilitate the release of deceased individuals and ensure proper transportation and handling; testifies in court proceedings as required, presenting findings, expert opinions, and evidence in clear and professional manner; stays informed of current practices, laws and regulations in the field of forensic pathology and death investigation through continuous professional development and training.

SUPERVISION-RESPONSIBILITY FOR WORK OF OTHERS: None

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: Graduation from High School or equivalent. Completion of required Coroner training courses or the ability to complete such training within twelve (12) months of employment and the ability to complete continuing education requirements during their term of office. Computer experience required. Must possess a valid Montana Driver License and must be an insurable driver.

EXAMPLES OF PERFORMANCE CRITERIA AND EXPECTATIONS:

Conducts preliminary examinations of deceased persons, locating signs of trauma and identifying factors that would indicate time of death;

Inquires into the cause, manner, and circumstances of human deaths and establishes the identities of deceased persons;

Completes death certificates; observes, records, and preserves objects and personal property related to deaths, including, but not limited to medication containers and suicide notes;

Inventories personal effects recovered from bodies, including, but not limited to jewelry or wallets, and coordinates the release of personal effects to authorized persons;

Removes or supervises removal of bodies from death scenes; facilitates the disposition of unclaimed corpses and personal effects;

Upon direction and when no physician is in attendance, shall investigate, analyze and seek an explanation for causes of death;

Documents answers in a suitable manner and submit the documentation to the proper authorities;

Determines whether an autopsy is required, arranges transport of the remains to the appropriate facility;

Provides notice of human deaths to County Attorney and law enforcement agencies;

Notifies immediate family members or next of kin, providing information concerning the circumstances of death and explaining procedures, answering questions, and offering resources for grief counseling or other needed services to bereaved families;

Provides information and assists relatives of deceased by providing circumstances of death;

Keeps detailed records and investigative reports, completes and files necessary reports and legal forms required to finalize cases and testifies at inquests, hearings, and court trials;

Attend workshops, seminars, and educational sessions to keep updated on best practices, changing laws, and investigative strategies;

Assists in special operations, attends meetings, conferences and training, provides backup for other staff;

Performs other duties as assigned.

Eastern District Disaster and Emergency Services/Emergency Management

Mutual Aid Agreement

WHEREAS, each of the entities participating in this Agreement is subject to natural and technological disasters which could overwhelm their respective resources, and

WHEREAS, each of the entities has equipment and personnel for disaster and emergency response, and

WHEREAS, it is in the public's best interest that this Mutual Aid Agreement be adopted to provide for mutual assistance in disaster and emergencies, and

WHEREAS, this Agreement is authorized by Mont. Code Ann. §§ 7-33-4112, 10-3-202, and 18-11-103,

NOW, THEREFORE, the parties agree as follows:

1. **REQUEST FOR ASSISTANCE:** The officials listed below, or their lawfully designees, are authorized to request assistance for disasters and emergencies from the other entities to this Agreement if local resources must be augmented for the public's health and safety. Requests for assistance may be verbal or in writing. If verbal, such requests for assistance shall be reduced to writing during the initial deployment period (the first seventy-two [72] hours) and delivered to the assisting entity to which the request is being made. To be effective for purposes of receiving emergency assistance, the listed parties must be signatories on the following pages:

Big Horn County
Carbon County
Carter County
Crow Tribe
Custer County
Daniels County
Dawson County
Fallon County
Fort Peck Tribe
Garfield County
Golden Valley County
McCone County
Musselshell County

Northern Cheyenne Tribe
Powder River County
Prairie County
Richland County
Roosevelt County
Rosebud County
Sheridan
Stillwater County
Treasure County
Valley County
Wheatland County
Wibaux County
Yellowstone County

2. **SERVICES:** the services contemplated herein include, but are not necessarily limited to, Emergency Management
3. **RESPONSE TO REQUEST:** Officials receiving requests for assistance shall determine if their entities have resources available for response and notify the requesting entity as soon as possible. The extent of aid to be furnished under this Agreement shall be determined solely by the responding entity. It is understood that any aid furnished may be recalled at any time and at the sole discretion of the responding entity. Recall of assisting resources will only be made after proper notification of the Incident Commander or to the Emergency Operations Center.

4. **COMMAND RESPONSIBILITIES AT EMERGENCY SCENE:** The Incident Commander or Emergency Operations Center Manager of the requesting entity will have overall direction of the assisting entity's resources, provided however: that operational control of individual equipment and personnel will remain with the supervisors provided by the supplying entity.
5. **LIABILITY:** the requesting agency shall indemnify the assisting agency and its volunteers and employees for any third-party claims which may arise as a result of rendering mutual aid assistance under the terms of this Agreement. The participating entities shall provide insurance, as it deems adequate, for their responsibilities under this agreement, equipment, and personnel.
6. **COSTS:** Unless otherwise previously agreed to by the cooperating agencies, the responding entity shall be responsible for all costs it incurs during the initial deployment period. The initial deployment period shall consist of the first seventy-two-hours (72), with recommended twelve-hour (12) shifts, the responding entity is engaged in rendering mutual aid under the terms of this Agreement. The deployment period shall commence with the departure of the responding entity from its locale and includes travel time to the site of the emergency or disaster. After the initial deployment period, the requesting entity may reimburse the responding entities for its expenses and costs incurred, including return travel to its locale. These costs will be negotiated and a contract signed by the authorized representatives of the requesting and responding entities during the deployment period. The rate will be based on the following:
- a. Fire Related Disaster; Current interagency state rates for equipment and personnel.
 - b. Other Emergencies: current FEMA Equipment rates
 - c. Personnel on a non-fire event: established employment wages and benefits
 - d. This provision notwithstanding, the responding entity, in its individual capacity, may elect to seek remuneration from responsible third parties for its costs.
7. **DURATION AND TERMINATION:** This Agreement shall be and remain in effect as of the date last written herein, unless terminated by any party upon delivery of six (6) months' written notice to all other entities.
8. **AGREEMENT NOT EXCLUSIVE:** This Agreement is not intended to be exclusive between the participating entities, and they are free to enter into other mutual aid agreements.


Big Horn County, Presiding Officer

05.18.2023
DATED

Carbon County Commissioner

DATED

Carter County Commissioner

DATED

Custer County Commissioner

DATED

Daniels County Commissioner

DATED

Dawson County Commissioner

DATED

Fallon County Commissioner

DATED

Garfield County Commissioner

DATED

Golden Valley County Commissioner

DATED

McCone County Commissioner

DATED

Musselshell County Commissioner

DATED

Powder River County Commissioner

DATED

Prairie County Commissioner

DATED

Richland County Commissioner

DATED

Roosevelt County Commissioner

DATED

Rosebud County Commissioner

DATED

Sheridan County Commissioner

DATED

Stillwater County Commissioner

DATED

Treasure County Commissioner

DATED

Valley County Commissioner

DATED

Wheatland County Commissioner

DATED

Wibaux County Commissioner

DATED

Yellowstone County Commissioner

DATED

Fort Peck Tribal Chairman

DATED

Crow Tribal Chairman

DATED

Northern Cheyenne President

DATED

Signature Attest:

Adam Larsen: Musselshell County Attorney

DATED

Software License, Hardware, and Services Agreement

By executing an order form, quote, or similar document ("**Proposal**") subject to this Software License, Hardware, and Services Agreement ("**Agreement**"), SOBR Safe, Inc., a Delaware corporation ("**SOBRSafe**") and the customer listed in the attached Proposal ("**Customer**") agree to be bound by the terms and conditions set forth below, effective as of the date appearing on the Proposal. SOBRSafe and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

Background

1. SOBRSafe desires to license SOBRSafe's proprietary software, including any Updates (together, the "**Software**"), to Customer;
2. SOBRSafe desires to sell SOBRSafe's proprietary hardware to accompany the Software (the "**Hardware**") to Customer;
3. SOBRSafe desires to provide additional services to Customer by processing all relevant information obtained by the Hardware and delivered through the Software to generate reports for Customer displaying results processed through the Software ("**Services**"); and
4. Customer desires to (i) obtain a license to use the Software, (ii) purchase the Hardware and (iii) receive the Services for its internal business purposes, subject to the applicable Proposal and the terms and conditions of this Agreement.

Accordingly, the Parties agree as follows:

1. Definitions and Defined Terms.

(a) "**Authorized User**" means an employee or contractor of Customer who Customer permits to access and use the Software pursuant to Customer's license hereunder.

(b) "**Pre-existing Materials**" includes any and all inventions, discoveries, ideas (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, texts, drawings, processes, data or other information or documentation in preliminary or final form, and all intellectual property rights in or to any of the foregoing which are owned by a Party to the extent and in the form that they existed prior to Effective Date and were created without any use of the Software.

(c) "**Updates**" means updates, bug fixes, patches, other error corrections, as well as enhancements, upgrades, and all future releases.

2. License and Services.

(a) License Grant for Software. Subject to the terms and conditions in this Agreement the applicable Proposal, SOBRSafe grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable (except as permitted under Section 13(h)) license during the Term (as defined in Section 12) to use the Software for its internal business purposes. Customer shall not exceed the total number of Authorized Users set forth in the applicable Proposal, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder. Customer shall not use the Software for any purposes beyond the scope of the license granted in this Section 2(a).

(b) Reservation of Rights. SOBRSafe reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software or Hardware.

(c) Data Security. SOBRSafe will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity

of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the Data (defined in Section 7).

3. Hardware. SOBRSafe shall sell to Customer, and Customer shall purchase from SOBRSafe, the Hardware listed in the Proposal in the quantities and at the prices set forth in such Proposal. SOBRSafe shall ensure that the Hardware is delivered to Customer within a reasonable time after the Effective Date, subject to availability of the Hardware. Shipment of the Hardware will be FOB SOBRSafe facility. SOBRSafe reserves the right to ship the Hardware by any method. SOBRSafe shall not be liable for any delays, loss or damage to the Hardware in transit.

4. Support and Updates.

(a) Support. SOBRSafe provides technical support to Customer as set forth in the help menu found at <https://sobrsafeportal.sobrsafe.com:3000/>. SOBRSafe does not provide support for application-specific issues other than for the Software supplied by SOBRSafe.

(b) Updates. SOBRSafe shall provide and license to Customer all Updates to the Software during the Term at no additional cost to Customer as such Updates become generally available to other Customers of the Software. SOBRSafe disclaims all liability for data loss, viruses, third-party infringement, and all other errors that may arise in the outdated version of the Software after SOBRSafe has provided an Update to Customer.

(c) Interruption of Service. SOBRSafe and its suppliers are not liable for any temporary delay, outages or interruptions of the Software.

(d) Repair and Replacement of Hardware. During the Warranty Period (as defined in Section 9(c)), if the Hardware becomes defective due to damage or misuse caused by Customer or Customer's employees or agents, then Customer shall promptly notify SOBRSafe, and SOBRSafe shall replace the defective Hardware for a fee of \$500.00 per unit of Hardware replaced. During the Warranty Period, if the Hardware becomes defective for any reason other than Customer's or Customer's employee's or agent's damage or misuse, and such defect is not excluded from warranty pursuant to Section 9(d), then Customer shall promptly notify SOBRSafe, and SOBRSafe shall provide Customer with one of the remedies available in Section 9(e) for no additional fee.

5. Customer Responsibilities.

(a) General Responsibilities. Customer is responsible and liable for all uses of the Software resulting from access provided by SOBRSafe, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall comply with and shall ensure that all Authorized Users of the Software adhere to the End User License Agreement that appears at the following link: <https://sobrsafeportal.sobrsafe.com:3000/>, as it may be updated by SOBRSafe at any time without prior written notice. SOBRSafe reserves the right to suspend and/or terminate Customer's and any Authorized Users' access to the Software for failure to comply with the Acceptable Use Policy, or if Customer discontinues paying the Fees.

(b) Privacy. The Parties acknowledge that access to the Software may have privacy implications for Customer and the Authorized Users. Customer hereby agrees to take commercially reasonable steps to protect the Authorized Users' privacy rights, and to comply with all applicable laws, regulations, and policies related to data privacy and data protection. In connection therewith, Customer agrees not to: (i) transfer information received through the Services to third parties other than is necessary, (ii) aggregate information received through the Services with other data in such a way that would compromise an Authorized User's privacy, and (iii) collect information regarding Customer's employees other than as required.

(c) Insurance. Customer represents and warrants to SobrSafe that it does and will maintain industry-standard insurance coverage, in commercially reasonable amounts at its sole cost and expense. For clarity, Customer shall maintain appropriate liability and any other necessary insurance to cover any acts or omissions of Customer's employees or contractors and any and all associated liability.

6. Fees and Payment.

(a) Fees. Customer shall pay SOBRSafe the fees ("**Fees**") set forth in the applicable Proposal within thirty (30) days of the date of each invoice that Customer receives from SOBRSafe. Unless otherwise noted in the applicable Proposal, the Fees include a one-time purchase fee for the Hardware, and a recurring fee to use the Software. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Proposal. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) SOBRSafe may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse SOBRSafe for all reasonable costs incurred by SOBRSafe in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) SOBRSafe may immediately prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to SOBRSafe by reason of such prohibition of access to the Software.

(b) Payment Disputes. Except as permitted in Sections 9(e) or 10(b), all payments made by Customer to SOBRSafe are non-refundable, regardless of Customer's actual usage of the Software, the Hardware, or Services. Customer may withhold any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies SOBRSafe of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; and (iii) promptly pays any amount determined to be payable by resolution of the dispute.

(c) Taxes. All Fees are exclusive of taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges.

(d) Changes in Fees. SOBRSafe reserves the right to modify the Fees, provided that SOBRSafe shall give Customer at least thirty (30) days written notice prior to any increase in Fees, and Customer may terminate this Agreement if Customer does not consent to such modification of Fees before such modification of Fees is effective.

7. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. The receiving Party shall only use the disclosing Party's Confidential Information to exercise its rights or perform its obligations hereunder. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) 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 first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the disclosing Party's written request, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies. Notwithstanding the foregoing, the receiving Party may retain copies of the Confidential Information pursuant to its document retention policy, provided it continues to comply

with this Section 7 for so long as it retains any Confidential Information. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Intellectual Property Ownership.

(a) Software and Services. Customer acknowledges that, as between Customer and SOBRSafe, SOBRSafe owns all right, title, and interest, including all intellectual property rights, in and to the Software and the Services. The Software is licensed, and not sold to Customer.

(b) Hardware. Title to the Hardware and risk of loss or damage in transit or after passes to Customer on SOBRSafe's delivery of the Hardware to a common carrier for shipment. Accordingly, Customer must obtain insurance against damage in shipment and after.

(c) Data. SOBRSafe owns all right, title, and interest in and to the non-personally identifiable data that is transmitted through the Software and Hardware ("**Data**"), as well as all aggregated, anonymized statistics about Customer's use of the Software, the Hardware, or Services, that are non-personally identifiable with respect to Customer and/or any individual ("**Statistics**"). SOBRSafe may use the Data and Statistics for any purpose, including for its own sales, marketing, business development, product enhancement, customer service, or other initiatives.

(d) Reports. Subject to the terms of this Agreement, including Section 8(c), the reports provided to Customer through the Services will be owned by Customer. If a report includes any Data, SOBRSafe hereby grants Customer a perpetual, non-exclusive, royalty-free license to use such Data for Customer's business purposes.

(e) Pre-existing Materials. The Parties agree that each Party retains any and all ownership rights to its own Pre-existing Materials. SOBRSafe's Pre-existing Materials include: all of its Hardware, Software, algorithms, application programming interfaces, apparatus concepts, moral rights, patents and patent rights in any country, trade secrets, and know-how, as well as improvements, upgrades, and Updates, data, databases and data collections, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), materials, marketing and development plans, trade marks (including all SOBRSafe's brand names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, techniques, user interfaces, web sites, works of authorship, and other forms of technology together with the physical embodiments thereof.

(f) Feedback. If Customer or any Authorized User sends or transmits any communications or materials to SOBRSafe suggesting or recommending changes to the Software, the Hardware, or Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SOBRSafe is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to SOBRSafe on Customer's behalf, and on behalf of its Authorized Users, all right, title to, and interest in, and SOBRSafe is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SOBRSafe is not required to use any Feedback.

(g) IP Disclosed on the Software. SOBRSafe also reserves the right, at its discretion, but is not obligated to, disable and/or terminate the accounts of Customer or Authorized Users who infringe or violate, or may infringe or may violate the copyrights, trademarks or other intellectual property rights of others. If SOBRSafe believes that the Software or Hardware has been used in a way that constitutes or may constitute an intellectual property infringement or violation, then Customer shall promptly provide SOBRSafe with all information that SOBRSafe requests.

9. Representations and Warranties.

(a) Customer Representations and Warranties. Customer represents and warrants that: (i) Customer possesses the legal right and ability to enter into this Agreement; (ii) Customer will access the Software, Hardware, and Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines, including the Acceptable Use Policy; and (iii) Customer has all licenses, permits and consents (including consents from Authorized Users) which may be required for Customer to gather and use the reports generated by the Services. Customer acknowledges that the Services include access to and use of Software and Hardware which are commercially available and have not been developed specifically for Customer. Customer accepts responsibility for the selection of the Services to achieve its intended results and meet its business requirements.

(b) Software and Services Warranty. SOBRSafe represents and warrants, that the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used. SOBRSafe represents and warrants that the Services will be provided with reasonable care and skill, and materially in accordance with the applicable Proposal and in accordance with good industry practice, and that it possesses the legal right and ability to enter into this Agreement.

(c) Hardware Warranty. Unless otherwise agreed by the Parties, SOBRSafe warrants that for a period of one (1) year from the date of shipment of the Hardware ("**Warranty Period**"), the Hardware will materially conform to the specifications for that particular Hardware, and will be free from material defects in material and workmanship.

(d) Void Warranties. The warranties set forth in Sections 9(b) and 9(c) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer or any other person provided access to the Software or the Hardware by Customer whether or not in violation of this Agreement: (i) installs or uses the Software or Hardware on or in connection with any hardware or software not specified in any documentation provided by SOBRSafe or expressly authorized by SOBRSafe in writing; (ii) modifies or damages the Software or Hardware; or (iii) misuses the Software or Hardware, including any use of the Software other than as specified in any documentation provided by SOBRSafe.

(e) Remedies. If any Software (only during the Term) or Hardware (only during the Warranty Period) fails to comply with the warranties in Section 9(b) or 9(c) and such failure is not excluded from warranty pursuant to Section 9(d), then SOBRSafe shall, subject to Customer's promptly notifying SOBRSafe in writing of such failure, at SOBRSafe's sole option, either: (i) repair or replace the Software or Hardware, provided that Customer provides SOBRSafe with all information SOBRSafe requests to resolve the reported failure, including sufficient information to enable the SOBRSafe to recreate such failure; or (ii) refund the Fees paid for such Software or Hardware, subject to Customer's ceasing all use of and, if requested by SOBRSafe, returning to SOBRSafe all copies of the Software or Hardware. If SOBRSafe repairs or replaces the Software or Hardware, the warranty will continue to run from the Effective Date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 9(e) are Customer's sole remedies and SOBRSafe's sole liability under the limited warranties set forth in Sections 9(b) and 9(c).

(f) Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 9(b) AND 9(c), THE SOFTWARE, THE HARDWARE AND THE SERVICES ARE PROVIDED "AS IS" AND SOBRSAFE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SOBRSAFE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOBRSAFE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND THE HARDWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY

RESULTS OBTAINED FROM THE HARDWARE OR SOFTWARE DO NOT COMPLETELY SUBSTITUTE HUMAN SUPERVISION AND JUDGMENT AND THEREFORE CUSTOMER SHALL ULTIMATELY BE SOLELY RESPONSIBLE FOR ANY ACTIONS TAKEN BY ITS EMPLOYEES, CONTRACTORS OR AGENTS WHO USE THE SOFTWARE OR HARDWARE.

10. Indemnification.

(a) SOBRSafe Indemnification. SOBRSafe shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software and the Hardware, or any use of the Software and the Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies SOBRSafe in writing of the Third Party Claim, cooperates with SOBRSafe, and allows SOBRSafe sole authority to control the defense and settlement of such Third Party Claim. This Section will not apply and SOBRSafe shall not have any indemnification or defense obligations to the extent that the alleged infringement or misappropriation arises from: (i) Customer's breach of the terms of this Agreement; (ii) Customer's use of a version of the Software or Hardware which is not the most current version; (iii) any Software or Hardware which has been altered, modified, or revised by Customer or at the request or instruction of Customer (including by SOBRSafe); (iv) the configuration of the Software or Hardware by SOBRSafe at the request or instruction of Customer and/or by anyone other than SOBRSafe; (v) failure of Customer to implement any update or Upgrade provided by SOBRSafe that would have prevented the Third Party Claim; (vi) any software or services provided by a third party; or (vii) Customer's unauthorized use of the Software or Hardware; (viii) use by Customer (after receiving notice from SOBRSafe) of an outdated version of the Software or Hardware that is no longer updated or upgraded by SOBRSafe, whether or not Customer possesses a valid license to use the same; and (ix) use of the Software or Hardware in combination with any equipment, products or third-party software, where SOBRSafe has not consented to such use in writing.

(b) Remedies. If a Third-Party Claim is made or appears possible, Customer agrees to permit SOBRSafe, at SOBRSafe's sole discretion, cost and expense, to (i) modify or replace the Software and the Hardware, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue its use. If neither of these alternatives are possible notwithstanding SOBRSafe's commercially reasonable efforts, then SOBRSafe may terminate this Agreement, in its entirety or with respect to the affected component or part, provided that SOBRSafe shall refund or credit to Customer on a pro rata basis all amounts pre-paid by Customer in respect of the Software or the Hardware that Customer cannot reasonably use as intended under this Agreement. THIS SECTION 10(b) SETS FORTH CUSTOMER'S SOLE REMEDIES AND SOBRSAFE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR THE HARDWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(c) Customer Indemnification. Customer shall indemnify, hold harmless, and, at SOBRSafe's option, defend SOBRSafe from and against any Losses resulting from any Third-Party Claim caused by Customer's or any of its employee's, contractor's or agent's: (i) acts, omissions, negligence or willful misconduct; (ii) use of the Software or the Hardware in a manner not authorized or contemplated by this Agreement; (iii) breach or violation of this Agreement; and (iv) actions described in Section 10(a)(i)-(ix), provided that Customer may not settle any Third-Party Claim against SOBRSafe unless such settlement completely and forever releases SOBRSafe from all liability with respect to such Third-Party Claim or unless SOBRSafe consents to such settlement in writing, and further provided that SOBRSafe will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability.

(a) This Section 11 sets out the entire financial liability of SOBRSafe to Customer in respect of: (i) any breach of this Agreement or any Proposal by SOBRSafe; (ii) any use made by Customer of the

Software, Hardware, or Services; and (iii) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement or any Proposal.

(b) Except as expressly and specifically provided in this Agreement and the relevant Proposal, Customer assumes sole responsibility for results obtained from the use of the Software, Hardware, and Services, and for conclusions drawn and actions taken from such use. SOBRSafe shall have no liability for any damage or loss caused by any results or actions taken, or errors or omissions in any information, instructions or scripts provided to SOBRSafe by Customer in connection with the Services or any actions taken by SOBRSafe at the direction of Customer.

(c) THE TOTAL LIABILITY OF SOBRSAFE IN RELATION TO OR IN CONNECTION WITH ALL CLAIMS BY OR ON BEHALF OF CUSTOMER OF ANY KIND, WHETHER IN CONTRACT, UNDER THE WARRANTIES, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR PURSUANT TO ANY PROPOSAL, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SOBRSAFE PURSUANT TO THE APPLICABLE PROPOSAL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH CLAIM.

(d) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, SPECULATIVE, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, OR CLAIMS OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUE), ARISING OUT OF OR RELATING TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Nothing in this Agreement shall have the effect of limiting or excluding either the Customer's or SOBRSafe's liability for: (i) indemnification obligations arising under this Agreement; (ii) fraudulent misrepresentation or for any other fraudulent act or omission; (iii) in the case of Customer, Customer's liability to pay the Fees; (iv) in the case of Customer, any infringement of SOBRSafe's intellectual property rights or the licenses and/or rights granted by SOBRSafe pursuant to Section 2; or (v) any other liability which may not lawfully be excluded or limited.

(f) Customer acknowledges and agrees that (i) all Data derived from the Software and Hardware is limited to a point-in-time examination of an individual user, and (ii) the outcome of Customer's use of the Software or Hardware, does not constitute any form of representation, warranty or guarantee that such individual users are not intoxicated by alcohol after they use the Software or Hardware.

(g) Customer acknowledges and agrees that all remedies (including those available in Section 10) which are available to Customer under this Agreement related to the Hardware automatically expire and are void at the expiration of the Warranty Period.

12. Term and Termination.

(a) Term. The initial term of this Agreement and the applicable Proposal begins on the Effective Date and, unless terminated earlier pursuant to this Agreement, will continue in effect for the term listed in the applicable Proposal (the "**Initial Term**"). This Agreement and the applicable Proposal will automatically renew for additional successive one-year terms unless earlier terminated pursuant to this Agreement, or Customer gives SOBRSafe written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Either Party may terminate this Agreement or the applicable Proposal, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(ii) SOBRSafe may terminate this Agreement or the applicable Proposal, effective immediately upon written notice to Customer: (A) if Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) if Customer files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) if Customer makes or seeks to make a general assignment for the benefit of its creditors; (D) if Customer applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; (E) if Customer breaches its obligations under Section 7; or (F) if SOBRSafe discontinues providing any portion of the Software, Hardware, or Services.

(iii) The Parties may terminate this Agreement or the applicable Proposal at any time upon mutual written agreement.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement or the applicable Proposal, all licenses granted hereunder will also terminate, and, without limiting Customer's obligations under Section 7, Customer shall immediately cease using and delete, destroy, or return all copies of the Software. Upon termination of this Agreement, Customer will be required to pay immediately and without setoff or delay all charges, fees and costs accrued before the termination date.

(d) Survival. This Section 12(d) and Sections 1, 7, 8, 10, 11, 12(c), and 13 survive any termination or expiration of this Agreement or the applicable Proposal. For the avoidance of doubt, if this Agreement is terminated and any Proposal remains outstanding, then this Agreement will continue in full force and effect until the expiration or termination of the applicable Proposal.

13. Miscellaneous.

(a) Publicity. SOBRSafe may use Customer's name and may disclose that Customer has entered into this Agreement. SOBRSafe shall not indicate that Customer endorses SOBRSafe's Software or Hardware without prior written permission from Customer.

(b) Entire Agreement. This Agreement, together with any other documents referenced herein, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of a conflict between the terms of this Agreement and a Proposal, the terms of this Agreement will govern except where the terms of the Proposal expressly state otherwise.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and use one of the following methods, each of which for purposes of this Agreement is a writing: in person; first class mail with postage prepaid; Express Mail, Registered Mail, or Certified Mail (in each case, return receipt requested and postage prepaid); internationally recognized overnight courier (with all fees prepaid); or email. If Notice is given by e-mail, it must be confirmed by a copy sent by any one of the other methods.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder

preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Force Majeure. Except for Customer's payment obligations, in no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement when (i) such Party's performance is prevented or delayed by an act or event (other than economic hardship, changes in market conditions, insufficiency of funds, or unavailability of equipment and supplies) that is beyond its reasonable control and could not have been prevented or avoided by its exercise of due diligence; and (ii) such Party gives written notice to the other Party, as soon as practicable under the circumstances, of the act or event that so prevents such Party from performing its obligations.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law. The laws of the State of Colorado (excluding any laws that direct the application of another jurisdiction's law) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Colorado in each case located in the city and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Assignment. SOBR Safe may assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of Customer; however, Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the express written consent of SOBR Safe, such consent not to be unreasonably delayed, conditioned or withheld. Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing will be void.

(i) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.



SOBRsafe™ Proposed Contract

Company Overview - Mission and Vision:

SOBR Safe, Inc. intends to provide organizations with non-invasive alcohol screening technology to identify potential alcohol misuse issues quickly and safely with its employees or clients. These technologies will be integrated within our secure and scalable data platform, producing statistical and measurable user and business data. Our mission is to save lives, increase productivity, create significant economic benefit for our customers, and positively impact behavior. To that end, we developed the patent-pending SOBRsafe™ software platform for non-invasive alcohol detection and biometric identity verification. This solution has applications in criminal justice, commercial vehicle fleets, manufacturing and warehousing, and construction.

Technology Overview:

Device Information:

SOBRcheck™ is a state-of-the-art, non-invasive transdermal alcohol screening and biometric identification device. The science of transdermal alcohol detection dates back 75+ years, and SOBRcheck™ is on the leading edge of scientific innovation. The device utilizes a patent-pending algorithm to efficiently screen individuals for the presence of alcohol. Through a network connection, admins have access to near real-time testing data within their user base. SOBRsafe's™ cloud platform employs server-side encryption (SSE) to protect data and automatically encrypts data (OS and data disks) at rest by default when persisting it to the cloud. Data is encrypted transparently using 256-bit AES encryption and is FIPS 140-2 compliant.

User Registration:

User registration is fast and efficient. To enroll a user, their biometric will be uploaded into the system via the SOBRsafe™ portal. To register users, the administrator enters four pieces of information: "Name, ID, Device, and Location".

Then, the user places their finger on the device three times to capture their biometric data. On average, the registration process takes a minute or less. Completing the registration allows the user to scan on any device located within the company and for the results to be uploaded to the portal.

Testing for Alcohol:

In order to test for alcohol, the user places two fingers on the device. The left side of the device scans the user's biometric ID, and the right side of the device detects traces of alcohol coming out of the skin in parts per million. Each alcohol scan takes about ten seconds to complete. In SOBRcheck's™ default mode, the device will display green LEDs if alcohol was not detected, red LEDs if alcohol was detected, and yellow LEDs to indicate that there was a hand placement or ID error. In the case of the device displaying yellow LEDs, the user is required to re-test. Every test is immediately uploaded to the SOBRsafe™ portal. In the case of alcohol detection, designated administrators receive an instantaneous SMS and email notification.

If the company prefers, SOBRcheck's™ LEDs can be configured to show green if the scan itself was successful. This preserves test confidentiality for the user. In this use case, administrators still receive an instant SMS and email if alcohol is detected.

SOBRcheck™ Device



SOBRsafe™ Portal Log In



Sign in to your account

test@sobrsafe.com

[Forgot password](#)

[Sign in](#)

Reporting and Notifications:

Reporting:

Each test is reported to the SOBRsafe™ portal instantaneously. Name, device, time, location, and test results are displayed on the summary page. See the image below for an example:

Name	Time Zone	Scan Time	Device	Location	Alcohol Level
Craig	America/Detroit	December 12th 2021, 5:38:05 pm	M Watson Test Device	2000 Brush St	Fail
Craig	America/Detroit	December 12th 2021, 4:54:30 pm	M Watson Test Device	2000 Brush St	Pass
Craig	America/Detroit	December 12th 2021, 4:46:21 pm	M Watson Test Device	2000 Brush St	Pass

Filters and Exports:

All data within the portal can be filtered with the fields shown below. Additionally, all data can be exported as a CSV file.

FILTERS
[RESET](#)
✕

Name
All

Time Zone
All

Scanned From
mm/dd/yyyy

Scanned To
mm/dd/yyyy

Device
All

Location
All

Alcohol Level
All

Notifications:

Upon the detection of alcohol, company management can choose designated administrators to receive instant SMS and email notifications.

Adding Admin to Notification List

Add Member

Name

John Smith

Email

john@gmail.com

Contact Number

+1 303 444 5555

Title

HR Manager

SMS Notification

Email Notification

Email Alert Example

Alcohol level exceeded Inbox



no-reply Nov 18 2021
to me ~



Employee Name:

Robert1

Device Name:

CK010F000006

Date & Time

November 18th 2021, 5:56:58 pm

SMS Alert Example

Alcohol level exceeded by
Employee Name: Robert1 on
Device Name: CK010F000006 at
Date: 11/13/2021 and time:
02:51:41

Customer Support and Training

SOBRsafe™ will provide a dedicated account manager to the customer who is available for onboarding and continued support. Additionally, SOBRsafe™ provides video and written resources within the portal for additional customer support and training. Customer support hours will be during normal business hours.

Trial

will be responsible for identifying location(s) and employees to manage the SOBRcheck™ trial as well as ensuring an approved secure connection to the internet. Results will be stored and recorded for reporting and trial outcome evaluations. If both parties agree that the trial is successful, the day after the end of the trial will be considered the billing start date.

Trial Start Date: 5/17/2023

Trial End Date: 5/31/2023

Pricing

Device

Cost per Device	Quantity	Total
\$600.00	TBD	TBD

Monthly

Cost per User	Quantity	Total
\$30.00	TBD	TBD

Customer Billing Information

Company Name	
Billing Address	
Billing Contact	
Billing Contact Email Address	
Billing Contact Phone Number	

Customer Shipping Information

Company Name	
Shipping Address	
Shipping Contact	
Shipping Contact Email Address	
Shipping Contact Phone Number	

Wire or ACH Instructions

Bank Name	Alpine Bank
Wiring Route Number	102103407
Branch Address	2200 Grand Avenue, Glenwood Springs, CO 81601
Beneficiary's Name	SOBR Safe, Inc.
Beneficiary's Address	6400 S Fiddlers Green Cir, Greenwood Village, CO 80111
Beneficiary's Account Number	8911190919

Terms and Conditions

This Proposal ("Proposal") is made and entered into as of the date listed in this Proposal (the "Effective Date"), by and between SOBR Safe, Inc., a Delaware corporation ("SOBRsafe") and the customer listed on the first page of this Proposal ("Customer"). This Proposal shall be governed by the License and Service Agreement ("Agreement") attached here as Exhibit A, as it may be amended from time to time. Any capitalized term used but not defined herein has the meaning ascribed to such term in the Agreement. In the event of a conflict between this Proposal and any terms of the Agreement, the terms of the Agreement shall control.

Customer will be billed monthly based upon a 3-year contract term. All invoices will be due net 30 from issue date. Customer is responsible for all applicable sales and use taxes on the products and services. This proposal shall expire in 30 days from the initial date unless otherwise agreed in writing. Customer also agrees to comply with all standard terms and conditions contained in our Product and Services license agreement included herein (or attached – or provided).

All information transmitted hereby is intended for the exclusive use of Customer and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of confidential and privileged information is strictly prohibited. It is requested that anyone who receives this proposal in error please notify the sender immediately and destroy all copies.

Exhibit A

License and Services Agreement Provided Separately

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date by the duly authorized representatives of the parties hereto.

SOBRsafe Signee

Signature:

George R. B. B. B.

Printed Name:

George R. B. B. B.

Date:

05.18.2023

Title:

County Commissioner

Company:

Big Horn County

CUSTOMER Signee

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Company: _____

Terms and Conditions

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Exhibit A

License and Services Agreement Provided Separately

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date by the duly authorized representatives of the parties hereto.

SOBRsafe Signee

Signature: [Signature]
 Printed Name: George R. B. Binn
 Date: 05.18.2023
 Title: County Commissioner
 Company: Bio Haven County

CUSTOMER Signee

Signature: [Signature]
 Printed Name: Michael T. Watson
 Date: 5-18-23
 Title: Chief Revenue Officer
 Company: EVP Sales & Marketing
SOBRsafe

VENUE SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2023 ("Effective Date"), by 2023 Crow Fair Racing Commissioner, Ashton Old Elk ("Racing Commission"), whose mailing address is _____, and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Racing Commission and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** Racing Commission agrees to produce **Big Horn County Indian Relay** ("Event") pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034, on Saturday, **July 29, 2023.**
- II. **Racing Commission Support.** Racing Commission will provide the following support:
 - a. Experienced event coordinator;
 - b. Starter and head judge;
 - c. Announcer;
 - d. Four (4) judges;
 - e. Two (2) secretaries;
 - f. Two (2) out riders; and
 - g. Buckles for the winners.
- III. **Even Preparation and Logistics.**
 - a. Racing Commission will instruct County's operations crew on: how to prepare and place any panels necessary; and work and water racetrack for dust control.
 - b. Racing Commission will coordinate and organize the races. It is expected that there will be: Relay Heats
 - c. Racing Commission will ensure that all of the race spots are filled with participants.
 - d. Racing Commission will ensure that winner buckles are ordered and awarded.
- IV. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to Racing Commission an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
 - b. **Personnel Requirements.**
 - i. Veterinarian (DVM) during the Event.
 - ii. Security/Law Enforcement, EMT, and ambulance service during the Event.
 - iii. Stock water, and water tubs.
 - iv. Racetrack that needs to appear safe, functional, and professional.
 - v. Equipment and operations crew to set-up and tear-down any panels to adjust racetrack, work and water the racetrack under the guidance of Racing Commission.
 - vi. Off-road extended forklift, skid loader, or tractor with forks or bucket to tend to any injured large animal during the performance. Racing Commission will provide a panel and/or trailer, should an emergency occur. All equipment DVM and personnel are to be immediately available.
 - c. Additional money for prize purses.

- V. **Fees.** In exchange for Racing Commission's Services, County shall pay **\$15,000** as follows:
- a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to Racing Commission a non-refundable deposit of **\$5,000** via certified funds or electronic funds transfer.
 - b. **Balance Payment.** By July 14, 2023, two weeks before the Event, County shall remit to Racing Commission the remaining balance of **\$10,000** via certified funds or electronic funds transfer.
- VI. **Contingent Fees.** If County is unable to provide any agreed upon equipment, operators, or other resources, then Racing Commission may provide or arrange for the equipment, operators, or other resources. The County agrees to reimburse Racing Commission for any expenses incurred to obtain the necessary equipment, operators, or other resources.
- VII. **Crew & Contestant Waivers.** All Racing Commission crew members and contestants participating in the Event, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.
- VIII. **Independent Contractor & No Exclusivity.** Racing Commission shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.
- IX. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by Racing Commission conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- X. **Dispute Resolution.** If a Party fails to substantially perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- XI. **Termination.** This Agreement may be terminated: (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon the failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein.
- XII. **Miscellaneous Provisions.**
- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
 - b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from, the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing

work or doing acts required under this Agreement, then performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.

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

performing this Agreement.

k. No Third-Party Beneficiaries

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

l. Equal Parties

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

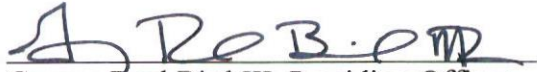
Dated this 18TH day of MAY, 2023.

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

2023 Crow Fair Racing Commissioner

By its Board of Commissioners:

By: _____
Ashton Old Elk


George Real Bird III, Presiding Officer

Larry Vandersloot, Member


Lawrence Big Hair, Member

Attest:


Peri Schenderline,
Deputy Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS

Big Horn County | Bighorncounty@bighorncountymt.gov

Memorandum of Agreement Between Pass-Through Subrecipient and Third-Party Subrecipient

This Agreement is entered into by Big Horn County, the pass-through subrecipient, and Fort Smith Water and Sewer District, the third-party subrecipient, (collectively, "Subrecipients"). The Big Horn County is the recipient of an ARPA water and sewer infrastructure grant under HB 632 for Fort Smith Wastewater System Improvements Project. This Agreement between the Big Horn County and the Fort Smith Water and Sewer District will enable them to enhance cooperation implementing the ARPA award where the Big Horn County has determined that the Fort Smith Water and Sewer District can better supervise the project.

Section 1: Purpose

- 1.1 Big Horn County is required to enter into a contract with the Fort Smith Water and Sewer District specifying the terms and conditions of the subaward to the third-party subrecipient. The purpose of this Agreement is to establish procurement, reporting, audit, and other requirements to grant funds to the third-party subrecipient for Fort Smith Wastewater System Improvements Project. Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) ("ARPA") establishes the Coronavirus State Fiscal Recovery Fund and the State and Local Fiscal Recovery Fund (SLFRF). SLFRF funds may be used to make necessary investments in water and sewer infrastructure. The Big Horn County is the subrecipient of funding under HB 632, 67th Leg., (Mont. 2021), which appropriated ARPA funds.

Section 2: Pass-Through Subrecipient Role

- 2.1 Big Horn County is administering SLFRF funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and according to the federal ARPA directives. Big Horn County constitutes a "pass-through" entity as defined under 2 CFR § 2000. Any awards granted by Big Horn County constitute a subaward of SLFRF funds. Big Horn County shall comply with all federal ARPA SLFRF requirements pursuant to 2 CFR § 200 and all state and local laws, statutes, rules, and

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ordinances. The pass-through subrecipient recognizes that being a pass-through entity does not exempt it from these requirements.

- 2.2 Any agreement between a pass-through subrecipient and a third-party subrecipient, such as a water or sewer district, should include a "Scope of Work" which includes a description of the work to be performed, a schedule for completing the work, and a budget.

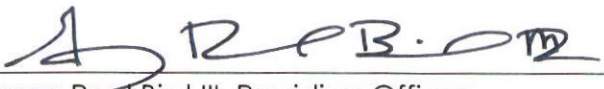
Section 3: Third-Party Subrecipient Role

- 3.1 A third-party subrecipient receiving a transfer of SLFRF funds from a pass-through subrecipient will be considered to be a subrecipient and must comply with all subrecipient requirements.

3.2 Unless otherwise stated in this subsection, the third-party subrecipient is subject to all terms and conditions of grant agreement number AM-23-0211.

- 3.2.1 Third-party subrecipient is subject to Section 7 in Big Horn County to the extent that it will provide the required information and reports to the pass-through subrecipient sufficient for the pass-through subrecipient to satisfy the Section 7 obligations to DNRC.

Signatures:



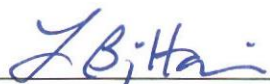
George Real Bird III, Presiding Officer

05.18.2023

Date

Larry Vandersloot, Commissioner

Date



Lawrence Pete Big Hair, Commissioner

5.18.23

Date

Fort Smith Water and Sewer District

Date

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 15

PREAMBLE:

A Resolution for Big Horn County to serve as a pass-through entity for ARPA funds awarded to the Fort Smith Water and Sewer District.

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.

As prescribed and limited by law, the board of county commissioners has the jurisdiction and power to perform all other acts and things required by law which may be necessary to the full discharge of the duties of the chief executive authority of the county government, in accordance with MCA 7-5-2101(2).

The Fort Smith Water and Sewer District received an ARPA water and sewer infrastructure grant under HB 632 for Fort Smith Water System Improvements Project.

It is necessary for Big Horn County to administer SLFRF funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and according to the federal ARPA directives.

THEREFORE:

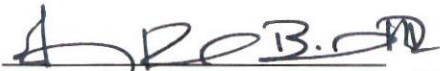
Big Horn County shall serve as a “pass-through” entity, as defined under 2 CFR § 2000, for SLFRF funds awarded by the Montana Legislature to the Fort Smith Water and Sewer District for the Fort Smith Water System Improvements Project.

The Commissioners or other staff are authorized to execute the documents necessary to facilitate this Resolution.

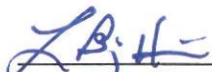
ENACTED:

This 18th day of May, 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 - Deputy

ARPA Water & Sewer Infrastructure Grant Program
COVID-19 Health Regulations Certification Form

Subrecipient Organization Name: Big Horn County

ARPA Project Name: Big Horn County - Fort Smith Wastewater System Improvements

Pursuant to section 28 of HB 632, if a local government awardee or any of its authorized agents have health regulations related to COVID-19 that are stricter than those imposed by the state in effect at the time a grant is awarded, the grant will be reduced by 20 percent.

In your grant application, you were required to certify whether relevant regulations were in effect at the time of application. This form serves as final determination of the subrecipient's local government health regulations related to COVID-19.

As of the date of the subrecipient's ARPA Award Letter, the subrecipient's local government health restrictions related to COVID-19 (select one):

- ☒ ARE currently more stringent than State of Montana's.
- ☐ ARE NOT currently more stringent than State of Montana's.

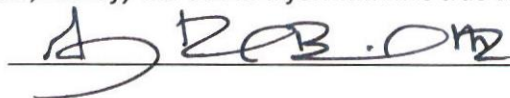
Representative from Subrecipient Organization

Name (Printed): George Beal Bird III

Title: Presiding Officer

By signing below, I certify the above information is true and correct to the best of my knowledge.

Signature:



Date: 05.18.2023

A facsimile, photocopy, or electronic copy of the signature above shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature. 30-18-102, MCA.

ARPA WATER & SEWER INFRASTRUCTURE GRANT PROGRAM
ARPA GRANT MANAGEMENT PLAN
BIG HORN COUNTY
FORT SMITH WASTEWATER SYSTEM IMPROVEMENTS PROJECT

This management plan is intended to reflect the procedures utilized by the Big Horn County and based on the duties assigned to the various people involved in the Fort Smith Wastewater System Improvements Project.

I. ADMINISTRATIVE STRUCTURE

Big Horn County is a County with a County Commission form of government. The persons identified in the attached ARPA Administrative Assignments Chart will have lead responsibility for administering the ARPA grant award for the Fort Smith Wastewater System Improvements Project.

County Commissioner George Realbird III, as the County's CHIEF ELECTED OFFICIAL, will have responsibility for all official contacts with the Montana Department of Natural Resources and Conservation (DNRC) and serve as SUBRECIPIENT GRANT MANAGER. The County Commissioner will have ultimate authority and responsibility for the management of project activities and expenditure of ARPA Water and Sewer Infrastructure funds. The approval of all contracts and drawdown requests will be the responsibility of the County Commissioner. As SUBRECIPIENT GRANT MANAGER, they will serve as Big Horn County's primary liaison with the Department for the project. They will work with the EXTERNAL GRANT MANAGER to ensure all grant management tasks are completed and update the grant management system, Submittable, accordingly. See attached Administrative Assignments Chart for assignment and contact information.

Michael Opie, Accountant, will be designated as SUBRECIPIENT GRANT MANAGER and FINANCIAL MANAGER and will be responsible for management of, and record keeping for, the ARPA Water and Sewer Infrastructure funds involved in the financing of the Fort Smith Wastewater System Improvements Project. See attached Administrative Assignments Chart for assignment and contact information.

Trisha Bodlovic, Robert Peccia & Associates, Funding Administrator, will be designated as EXTERNAL GRANT MANAGER and, along with the SUBRECIPIENT GRANT MANAGER, be responsible for overall grant management and assuring compliance with applicable federal and state requirements for the ARPA Project. The EXTERNAL GRANT MANAGER will be a Collaborator in the grant management system, Submittable. They will assist in ensuring all grant management tasks are completed in Submittable and all information is updated throughout the project period. See attached Administrative Assignments Chart for assignment and contact information.

Heather Ready, ATTORNEY, will review and advise the County Commission regarding any proposed contractual agreements associated with the ARPA project and

provide any other legal guidance as requested. See attached Administrative Assignments Chart for assignment and contact information.

Chris Hayes, P.E., PROJECT ENGINEER, will be responsible for construction-related activities including preparation of preliminary engineering, final design plans and specifications, as well as supervision of construction inspection. Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. See attached Administrative Assignments Chart for assignment and contact information.

II. GRANT MANAGEMENT

- A. The SUBRECIPIENT and EXTERNAL GRANT MANAGERS will be responsible for the following:
1. Ensuring effective communication between all project partners for the project. The SUBRECIPIENT GRANT MANAGER will be the primary liaison between DNRC and all other project partners.
 2. Ensuring all grant management tasks are completed and updating Submittable accordingly. The SUBRECIPIENT GRANT MANAGER will be primarily responsible for managing the Subrecipient's Submittable account and submitting all required information and documentation in Submittable.
 3. Ensuring compliance with any applicable environmental requirements.
 4. Assisting the Subrecipient with all requirements related to effective project start-up and implementation and developing a contract with DNRC.
 5. Preparing any legal notices required to be published and processing and conducting any required public hearings or informational meetings as necessary.
 6. Establishing and maintaining complete and accurate project files and preparing all documentation and reports incidental to administration of the grant.
 7. Reviewing all proposed project expenditures or requests for payment to ensure their propriety and proper allocation of expenditures to the ARPA budget.
 8. In cooperation with the FINANCIAL MANAGER, processing reimbursement requests and preparing requests for reimbursement to DNRC, including the Request for Reimbursement and Status of Funds Report, Invoice Tracking Spreadsheet and the Project Progress Report. Inputting information in Submittable.
 9. Monitoring the contractor selection process, including the bid advertising, tabulation, award process, and construction contract provisions for conformance to applicable laws.

10. Monitoring contractor compliance with applicable requirements.
 11. Assuring compliance with state labor standard requirements including the review of weekly payroll reports to assure compliance with state prevailing wage requirements; assure that required equal opportunity, labor standards, and prevailing wage determinations have been posted; and conducting on-site interviews with construction personnel to assure prevailing wage compliance.
 12. Assuring compliance with applicable equal opportunity requirements.
 13. Preparing all required performance reports and project closeout documents for submittal to the DNRC. Inputting information in Submittable.
 14. Receiving official project complaints and ensuring those complaints are reasonably addressed in a timely manner.
- B. The PROJECT ENGINEER (see assignment in attached chart) will be responsible for:
1. Design and construction engineering.
 2. Preparation of the construction bid package in conformance with applicable requirements and supervision of the bid advertising, tabulation, and award process, including the preparation of the advertisements for bid solicitation, conducting the bid opening, and issuance of the notice to proceed.
 3. Conducting the preconstruction conference, with the assistance of the GRANT MANAGERS.
 4. Supervision of the construction work and preparation of inspection reports.
 5. Reviewing and approving all contractor requests for reimbursement and submitting the approved requests to the Subrecipient.

III. FINANCIAL MANAGEMENT

- A. The FINANCIAL MANAGER'S, SUBRECIPIENT GRANT MANAGER'S, and the EXTERNAL GRANT MANAGER'S (see assignment in attached chart) responsibilities will be as follows:
1. Managing the transfer of ARPA funds from DNRC to the Subrecipient's bank account and disbursing ARPA funds based on claims and supporting documents reviewed by the grant administrator and approved by the project engineer and contractor.
 2. Entering all project transactions into the Subrecipient's existing accounting system and preparing checks/warrants for approved expenditures.

3. With the assistance of the GRANT MANAGERS, preparing the Request for Payment and accompanying draw reports and documentation to be submitted to DNRC.
 4. With the assistance of the GRANT MANAGERS, preparing the final financial reports for project closeout.
- B. The GRANT MANAGERS and FINANCIAL MANAGER will review all proposed expenditures of ARPA funds and will prepare requests for reimbursement, which will be signed by the official(s) cited in the signatory form. All disbursements will be handled in accordance with the Subrecipient's established claim review procedures. The Project and Funding Authority will review all claims before approving them.
- C. Financial record keeping will be done in conformance with state law. The original financial documents (claims with attached supporting material) will be retained in the Subrecipient's office.
- D. Appropriate documentation of administrative costs will be maintained by the SUBRECIPIENT GRANT MANAGER and the FINANCIAL MANAGER to document all time worked on the ARPA Project that will be compensated with ARPA funds.

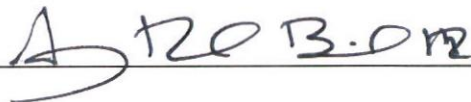
This Management Plan has been approved by Big Horn County. The individuals named within have been informed of the responsibilities stated within this plan.

Subrecipient Organization Designee

Name (Printed): George Real Bird III

Title: Chairman

Signature:



Date:

05.23.2023

ARPA Water & Sewer Infrastructure Grant Program ADMINISTRATIVE ASSIGNMENTS CHART

The subrecipient must identify a responsible person/body for the following roles and duties related to its ARPA grant award. The subrecipient may add, move, or combine duties but should not delete them. This chart should be updated throughout the project period, as needed.

Subrecipient Role	Description of Duties	Name	Title	Email	Phone Number
Subrecipient Grant Manager	• DNRC's main contact for the grant. Serves as the primary liaison between DNRC and project partners for the ARPA project. • Responsible for overall grant management and ensuring compliance with applicable federal and state requirements for the ARPA project. • Submits all forms in Submittable throughout project period, ensures information is updated. • Serves as an additional grant contact for DNRC. Ensures communication between project partners.	Michael Opie	Accountant	mopie@bighorncountymt.gov	406-665-9884
External Grant Manager	• Along with Subrecipient Grant Manager, responsible for overall grant management and ensuring compliance with applicable federal and state requirements for the ARPA project. • Serves as Collaborator on Submittable forms and processes to assist with form submission and information updates.	Trisha Bodlovic	Funding Administrator	tbodlovic@rpa-hln.com	406-447-5000
Project and Funding Authority (elected official, board, etc.)	• Responsible for all official contacts with DNRC. • Has ultimate authority and responsibility for project management and the expenditure of ARPA funds. • Responsible for the approval of all contracts and requests for reimbursement.	George Real Bird III	Chairman	grealbird3@bighorncountymt.gov	406-665-9702
Financial Manager (e.g., CFO)	• Responsible for the management of, and record keeping for, the ARPA funds and other funds involved in the financing of the ARPA project.	Michael Opie	Accountant	mopie@bighorncountymt.gov	406-665-9884
Legal Counsel	• Reviews and advises the subrecipient leadership regarding any proposed contractual agreements associated with the ARPA project and provides other legal guidance as requested.	Heather Ready	Attorney	hready@bighorncountymt.gov	406-655-9705
Project Engineer	• Responsible for construction-related activities including preparation of preliminary engineering, final design plans and specifications, as well as construction inspection. • Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval.	Chris Hayes, P.E.	Project Engineer	chayes@rpa-hln.com	406-447-5000

Town of Lodge Grass

Established 1927

P.O. Box 255

Lodge Grass, MT 59050

Phone: (406) 639-2362 Fax: (406) 639-9134

REQUEST TO TRANSFER AMERICAN RESCUE PLAN ACT GRANTS AWARD FOR WATER AND SEWER INFRASTRUCTURE PROJECTS

This Request to Transfer is between The Town of Lodge Grass and The Board of County Commissioners Big Horn County.

Background

The American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) ("ARPA") established the Coronavirus State Fiscal Recovery Fund and the State and Local Fiscal Recovery Fund. Those funds may be used to make necessary investments in water and sewer infrastructure. Montana House Bill 632 (2021) implemented ARPA and dedicated funds to water and sewer projects in Montana, to be managed by the Department of Natural Resources and Conservation.

Grant applications certified by the Department of Natural Resources and Conservation as eligible, recommended by the Infrastructure Advisory Commission, and awarded by the Governor must maintain compliance with ARPA and all applicable guidance throughout the term of the award.

Recipients of grants that lack the technical, managerial, or financial capability to manage federal funds are not eligible to receive federal pass-through grant funds under 2 C.F.R. 200 as required by the U.S. Department of Treasury in the implementation of ARPA. Local governments that received awards lacking the technical, managerial, or financial capacity to receive federal funds may request transfer grant authority to another eligible local government to sponsor the grant to complete the awarded project.

This Request to Transfer will be submitted to the Department of Natural Resources and Conservation for ultimate approval.

Transferring Entity:

The Town of Lodge Grass received an ARPA Water & Sewer Grant award for \$100,138 for- Sewer Main study and UV Design project. The Town of Lodge Grass is unable to enter into a grant agreement with the Department of Natural Resources and Conservation to execute the project due to compliance concerns with the state and federal laws as required by ARPA and all applicable guidance. The Town of Lodge Grass is therefore requesting that the Department of Natural Resources and Conservation transfer the grant award to The Board of County Commissioners Big Horn County.

See the attached award letter issued to The Town of Lodge Grass for \$100,138 for the Sewer Main study and UV Design project.

Sponsoring Entity:

The Board of County Commissioners Big Horn County has agreed to sponsor the grant on behalf of The Town of Lodge Grass and has agreed to be the subrecipient of the Department of Natural Resources and Conservation grant agreement to ensure that the Sewer Main study and UV Design project deliverables are met and are in compliance with ARPA and all applicable guidance requirements.

See the attached resolution or meeting minutes with an adopted decision to sponsor the grant.

The Town of Lodge Grass and The Board of County Commissioners Big Horn County agree that grant funds will be managed by The Board of County Commissioners Big Horn County, will not be transferred between the two entities, and will only reimburse actual expenses related to the Sewer Main study and UV Design project as approved in the executed grant agreement with the Department of Natural Resources and Conservation.

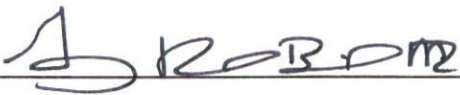
Transferring Entity:

Signature of Authorized Official

Date Signed

Title of Authorized Official

Sponsoring Entity:



Signature of Authorized Official

05.16.2028

Date Signed

Commissioner

Title of Authorized Official

Attachments: Grant Award Letter

Resolution or Meeting Minutes from Sponsoring Entity

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2023- 116

PREAMBLE:

A Resolution for Big Horn County to serve as a pass-through entity for ARPA funds awarded to the Town of Lodge Grass.

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.

As prescribed and limited by law, the board of county commissioners has the jurisdiction and power to perform all other acts and things required by law which may be necessary to the full discharge of the duties of the chief executive authority of the county government, in accordance with MCA 7-5-2101(2).

The Town of Lodge Grass received an ARPA water and sewer infrastructure grant under HB 632 for a sewer main study and UV design project.

It is necessary for Big Horn County to administer SLFRF funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and according to the federal ARPA directives.

THEREFORE:

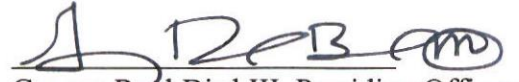
Big Horn County shall serve as a "pass-through" entity, as defined under 2 CFR § 2000, for SLFRF funds awarded by the Montana Legislature to the Town of Lodge Grass for a sewer main study and UV design project.

The Commissioners or other staff are authorized to execute the documents necessary to facilitate this Resolution.

ENACTED:

This 18th day of May, 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 - Deputy

Lease Agreement

THIS LEASE AGREEMENT is made effective the 18th day of May, 2023, by and between Big Horn County (COUNTY), a political subdivision of the State of Montana, P.O. Box 908, Hardin, MT and the Under Cover Gals Quilt Guild (QUILT GUILD), whose mailing address is _____.

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

1. Identification of Leased Premises. Upon and subject to the terms, provisions, limitations, covenants, agreements and conditions hereinafter set forth, COUNTY hereby leases and demises unto QUILT GUILD, and QUILT GUILD hereby takes and hires the space commonly known and referred to as Heritage Acres Building, Room 102, together with the right to use, for ingress and egress, the parking areas, roads and driveway attached (all hereinafter referred to as the "Leased Premises").

2. Term. The primary term of this Lease shall be one year beginning on the 18th day of May, 2023 (the "Commencement Date") and expiring on the 18th day of May, 2024 (the "Expiration Date"). This Lease shall automatically renew annually.

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

3. Rent. QUILT GUILD shall pay as rent the total fixed sum of Two Hundred Dollars (\$200) per year. The rent shall be paid no later than ten (10) business days after the Commencement Date or, in the case of a renewal, no later than ten (10) business days after the anniversary of the Commencement Date.

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

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

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

COUNTY and its designated agents, servants or employees. QUILT GUILD agrees to give notice promptly to COUNTY of any action, proceeding or suit against the COUNTY or QUILT GUILD involving the Leased Premises.

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

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

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

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

11. Warranties and Representations by QUILT GUILD. QUILT GUILD warrants and represents that _____ is authorized to enter into this Lease on behalf of QUILT GUILD. _____ acknowledges and agrees that she is personally and individually responsible for the performance of all terms and conditions of this lease and by signing this Lease in her individual capacity, agrees to be so bound.

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

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

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

of the provisions or terms of this Lease Agreement.

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

16. Construction. Whenever the singular number is used in this Lease Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

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

TO COUNTY:

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

TO QUILT GUILD:

Under Cover Gals Quilt Guild

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

18. Attorney Fees and Governing Law. In the event of a dispute arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, costs, disbursements, and all other expenses incurred in connection with the resolution of the dispute or in connection with the enforcement of this Lease Agreement as ordered by the Court. In the event a dispute arises under this Lease Agreement, the dispute shall be governed and determined by the laws of the State of Montana in effect at the time of this Lease Agreement. All parties submit to the jurisdiction and venue of the Montana Twenty-Second Judicial District, Big Horn County.

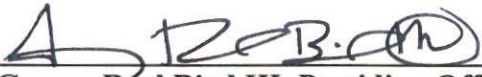
19. Severability. If any provision of this Lease Agreement or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Lease Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted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

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

legal representatives, successors, and assigns.

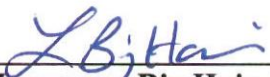
IN WITNESS WHEREOF, the parties have executed this Lease Agreement consisting of 4 pages effective the date appearing on Page 1.

**BIG HORN COUNTY
BOARD OF COMMISSIONERS**

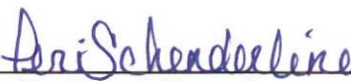


George Real Bird III, Presiding Officer

Larry Vandersloot, Member



Lawrence Big Hair, Member

Attest: 

Deputy Clerk and Recorder

UNDER COVER GALS QUILT GUILD

Name: _____
Title: _____

FACILITY USE AGREEMENT

This USE AGREEMENT (AGREEMENT) made on this 18th day of May, 2023, between Big Horn County, a political subdivision of the State of Montana, P.O. Box 908 Hardin, MT 59034, (COUNTY) and Bighorn Valley Health Center, Inc. d/b/a One Health (ONE HEALTH), 1223 N. Center Ave., Hardin, MT 59034. ONE HEALTH, and the COUNTY may be referred to individually as a "Party," or collectively as the "Parties."

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

1. **Facility.** COUNTY agrees to allow ONE HEALTH to use the space commonly known as the Heritage Acres Dayroom and the Heritage Acres Storage Closet, together with the right for ingress and egress, the parking areas, roads and driveway attached (all hereinafter referred to as the "Facility"). The Dayroom may be used by ONE HEALTH as an instructional space for Yoga, and the Storage Closet may be used as a storage space for Yoga props such as mats, blocks, bolsters, etc.
2. **Term.** The primary term of this AGREEMENT shall be one month beginning June 1, 2023, (Commencement Date) and ending on June 30, 2023, (Expiration Date). This AGREEMENT shall automatically renew at the end of each month. If either Party wishes to terminate the Agreement, it must provide the other Party with a thirty-day written notice.
3. **Use Fee.** ONE HEALTH is a non-profit organization that will not be charging for the Yoga classes taught at the Facility. ONE HEALTH will be teaching three classes per week. The fair market value for this type of use in the Facility is Thirty Dollars (\$30.00) per month. ONE HEALTH shall pay the COUNTY a monthly Thirty Dollar (\$30.00) use fee. This use fee shall be due no later than the 10th day of each month.
4. **Facility Condition and Maintenance.** The Facility shall be cleaned and maintained by COUNTY maintenance personnel. However, ONE HEALTH shall be responsible for cleaning up after each class and ensuring the Facility is left in the same or better condition than it was found. COUNTY is not responsible for caring for or maintaining any of the Yoga props provided by ONE HEALTH. ONE HEALTH is responsible for maintain Yoga props in good working order.
5. **Purpose.**
 - a. ONE HEALTH may use the Facility for conducting Yoga classes. Classes may be held as follows:
 - i. Tuesday Morning class from 8:00 am to 10:00 am;
 - ii. Thursday Evening class from 5:30 pm to 7:30 pm; and
 - iii. Saturday Morning class from 9:00 am to 11:00 am.
 - b. ONE HEALTH shall be allowed an additional hour, per class, for set-up and take-down.

6. Instructor Certification & Liability Waiver.

- a. Each individual instructor must be certified and must provide a copy of the certification to COUNTY prior to teaching any classes.
- b. ONE HEALTH shall ensure that every participant in a Yoga class signs an assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Yoga classes.

7. Insurance, Indemnification, & Worker's Compensation.

- a. ONE HEALTH shall maintain, at its sole cost and expense, general liability insurance naming COUNTY as additional insured for the period of the use, against liability for damages for bodily injuries, including death, products, completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate arising from incidents which occur during the term of this AGREEMENT. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better.
- b. ONE HEALTH shall deliver to COUNTY at least ten (10) days prior to beginning classes a Certificate of Insurance and an Endorsement showing such insurance to be in effect and naming COUNTY as an additional insured with respect to any and all claims arising out of ONE HEALTH'S operations during the term of this AGREEMENT. COUNTY reserves the right to require complete copies of insurance policies at all times. The policy of insurance will be endorsed to provide COUNTY a five-day notice of cancellation.
- c. ONE HEALTH shall defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages and liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents which occur during the term of this AGREEMENT. The indemnification and defense obligations under this paragraph of this AGREEMENT shall not be limited by any assertion or finding that COUNTY is liable for any damages by reason of a non-delegable duty.
- d. Specific Requirements for Workers' Compensation: ONE HEALTH is required to maintain workers' compensation insurance or an independent contractor's exemption issued by the Montana Department of Labor covering the ONE HEALTH and/or employees, including volunteers. ONE HEALTH is not, nor are ONE HEALTH'S employees and/or volunteers employees of COUNTY. This insurance/exemption must be valid for the entire term of this AGREEMENT. If applicable, ONE HEALTH must provide an independent contractor's exemption certificate to the COUNTY at least ten (10) days prior to using the Facilities. ONE HEALTH is not an agent or employee of the COUNTY.

8. **Assignment.** ONE HEALTH shall not assign this AGREEMENT, without the prior written consent of COUNTY.
9. **COUNTY Access.** ONE HEALTH agrees that authorized agents of the COUNTY shall at all times, without interruption, have free access to the Facilities used under this AGREEMENT. This right of inspection, however, does not create a specific duty by COUNTY to conduct such inspection.
10. **Laws, Regulations, Choice of Law, & Venue.** ONE HEALTH agrees to comply with all federal, state, and local laws, and COUNTY rules and policies during the term of this AGREEMENT. Specifically, without limiting 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 agree that (i) the hiring of persons, if any, to perform this AGREEMENT will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing pursuant to this AGREEMENT. Any provisions of this AGREEMENT prohibited by law or declared invalid by a court of law shall be invalid and void as to the extent such provision is prohibited by law without invalidating the remaining provisions of this AGREEMENT. The laws of the State of Montana shall govern this contract. In the event of litigation concerning this contract, venue for such litigation shall be in the Twenty Second Judicial District, Big Horn County, Montana.
11. **Force Majeure.** Neither party to this AGREEMENT shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by unforeseen conditions beyond its reasonable control, including but not limited to Acts of God, fire, flood, tornados, earthquakes, acts of war, acts of terrorism, labor disputes, intervention of any governmental authority.
12. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the Parties, and no statement, promises, or inducements made by either Party or their respective representatives that are not contained in this AGREEMENT shall be valid or binding. This AGREEMENT shall not be modified except by written documents signed by both Parties.

- 13. Counterparts.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Based on the location of all parties, a facsimile or email attachment containing a signature of one or more of the parties hereto shall be deemed an original.
- 14. No Waiver.** Any indulgence, forbearance or waiver by a party of any obligation of another party under this Lease Agreement, or breach, shall not constitute or require a waiver of a subsequent breach of any sort, or extend any time for performance.
- 15. Notice.** Any written notices required or permitted under or related to this contract shall be sufficiently made or given if delivered personally or mailed by certified mail, return receipt requested to the appropriate recipient at their address specified in this contract; provided that either party may change their respective address by giving the other party written notice of such change. Any such notice shall be deemed to have been made or given by the date of personal delivery or a date two (2) days after mailing.
- 16. Severability.** If any provision of this AGREEMENT or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

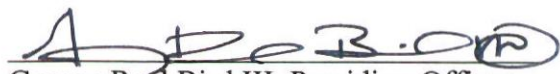
Dated this 18 day of May, 2023.

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

ONE HEALTH

By its Board of Commissioners:

By: _____


George Real Bird III, Presiding Officer

Name: _____

Title: _____

Larry Vandersloot, Member


Lawrence Big Hair, Member

Attest: 
Peri Schenderline, Dep. Clerk and Recorder