

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
February 8, 2024
9:30 AM**

Members

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

1. Call to Order

Commissioner Vandersloot, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Vandersloot, Presiding Officer, and Commissioner Big Hair, member, were both in attendance. Kenny Rogers, Detention Officer, and Heather Ready, Deputy County Attorney, were also in attendance.

3. Claim Approvals

Commissioner Big Hair entertained a motion to approve claims 1183. The motion was seconded by Commissioner Vandersloot and passed unanimously. Commissioner Vandersloot would like the minutes to reflect that he is opposed to any bill that doesn't have supporting documents and he is also opposed to sending 6 people from the Road Department to Nashville for asphalt training and thinks sending 2 people would be sufficient. He would like a copy of the minutes attached to the claim book.

4. Approve Minutes and Supporting Documents

Commissioner Big Hair entertained a motion to approve January 18 and February 1, 2024. The motion was seconded by Commissioner Vandersloot and passed unanimously.

5. Personnel/Legal

Heather Ready, Deputy County Attorney, is trying to find a previous contract with Indian Health Service for Ambulance services. Laura Murdock contacted her office for a land transfer. The engagement letter with Dorcy Whitney bond council will be signed next week. The warranty work on the Lodge Grass house hasn't been done yet, the Board would like to send a letter to Centennial about it. Jeanne Torske joined the meeting. Commissioner Big Hair entertained a motion to accept Veronica Bull Shows resignation. The motion was seconded by Commissioner Vandersloot and passed unanimously.

(CLOSED DOOR)

6. Old Business

7. New Business

Bid Award Randall Road Bridge.

Commissioner Big Hair entertained a motion to award the Randall Road Bridge to the TCA group. The motion was seconded by Commissioner Vandersloot and passed unanimously. The Board also signed the Randall Road Bridge Procurement agreement for the bridge structure that was previously awarded to Contech.

(LETTER OF RECOMMENDATION, NOTICE OF AWARD AND BID TABULATIONS)
(AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT)

6 PM Sheriff Interview

The Board will hold Sheriff Interviews where they will interview Interim Sheriff, Jeremie Middlestead, Sidney Fitzpatrick and Leroy Not Afraid for the position. The meeting will take place in the first-floor meeting room of the courthouse. It is open to the public and will be streamed and recorded via zoom.

Detention MOU

Due to the lack of cell space in the detention center, an Interlocal agreement between Big Horn County and Gallatin County was presented by Kenny Rogers. This will allow Big Horn County

Detention to house up to four (4) inmates at the Gallatin County Detention Center. The duration of the contract is three (3) years. It has been reviewed by the County Attorney's office and is ready for signature. Commissioner Big Hair entertained a motion to approve the Interlocal Agreement for Adult Detention Services with Gallatin County. The motion was seconded by Commissioner Vandersloot and passed unanimously.

(INTERLOCAL AGREEMENT)

8. Public Comments

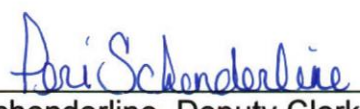
9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 

Larry Vandersloot, Presiding Officer

Attest: 

Peri Schenderline, Deputy Clerk & Recorder



2/8/2024

Big Horn County
121 W 3rd Street
Hardin, MT 59034

Subject: Randall Road Bridge Replacement

Dear Commissioners:

I have reviewed the bid results for the Randall Road Bridge Replacement project, received on 2/6/2024. There was a total of 4 bids submitted for the project, with the apparent low bidder being TCA Group, Inc. Please see the enclosed Certified Bid Tabulations for a summary of the submitted bids.

Stahly Engineering has worked with TCA Group, Inc. on approximately 6 bridge projects in the last 2 years. All projects were completed within the specified contract time and budget, with minimal to no change orders. In addition, the list of Currently Suspended Contractors published by the Montana Department of Labor and Industry has been reviewed, and TCA Group, Inc. is not on this list.

Based on these results, Stahly Engineering recommends that you proceed with the low bidder, TCA Group, Inc.

Enclosed you will find the Notice of Award for the Randall Road Bridge Replacement Project. Please sign and keep a copy for the County records and return a copy to Stahly Engineering. We will send an additional copy to the Contractor.

Please call if you have any questions or concerns.

Sincerely,

Justin Lundvall, P.E.
Stahly Engineering & Associates, Inc.

Enclosures

NOTICE OF AWARD

Date of Issuance: February 8, 2024

Owner: Big Horn County

Owner's Project No.:

Engineer: Stahly Engineering & Associates

Engineer's Project No.: 1193-19X23

Project: Randall Road Bridge

Contract Name: Randall Road Superstructure Procurement

Bidder: Contech Engineered Solutions, Inc.

Bidder's Address: Big Horn County

You are notified that Owner has accepted your Bid dated 12/18/2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Randall Road Superstructure Procurement

The Contract Price of the awarded Contract is \$ \$262,200.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

■ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Big Horn County

By (signature): [Signature]

Name (printed): Larry Vanderstoep

Title: Big Horn County Commissioner - presiding officer

Copy: Engineer

CERTIFIED BID TABULATIONS

PROJECT NAME: Randall Road Bridge Replacement

OWNER NAME: Big Horn County

BID OPENING DATE: February 6, 2024

ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Mike Coleman Construction, Inc.		D.W. Orendahl Const., LLC		Battle Ridge Builders, LLC		TCA Group, Inc.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Mobilization and Demobilization	Lump Sum	1	\$43,100.00	\$43,100.00	\$47,700.00	\$47,700.00	\$45,000.00	\$45,000.00	\$60,296.05	\$60,296.05	\$52,000.00	\$52,000.00
Bonding and Insurance	Lump Sum	1	\$8,600.00	\$8,600.00	\$14,190.00	\$14,190.00	\$25,000.00	\$25,000.00	\$21,600.00	\$21,600.00	\$7,500.00	\$7,500.00
Traffic Control	Lump Sum	1			\$2,275.00	\$2,275.00	\$6,000.00	\$6,000.00	\$13,600.00	\$13,600.00	\$2,500.00	\$2,500.00
Work Bridge	Lump Sum	1	\$50,000.00	\$50,000.00	\$44,035.00	\$44,035.00	\$32,000.00	\$32,000.00	\$1.00	\$1.00		
Remove Existing Bridge	Lump Sum	1	\$46,000.00	\$46,000.00	\$22,262.00	\$22,262.00	\$20,000.00	\$20,000.00	\$62,500.00	\$62,500.00	\$30,000.00	\$30,000.00
Structure Excavation, Type II	Cubic Yard	85	\$50.00	\$4,250.00	\$45.00	\$3,825.00	\$25.00	\$2,125.00	\$81.00	\$6,885.00	\$50.00	\$4,250.00
Furnish Hp12x53 Piles	Linear Feet	400	\$140.00	\$56,000.00	\$83.00	\$33,200.00	\$62.50	\$25,000.00	\$101.25	\$40,500.00	\$75.00	\$30,000.00
Drive H12x53 Piles	Linear Feet	386	\$60.00	\$23,160.00	\$159.00	\$61,374.00	\$5.00	\$1,930.00	\$53.61	\$20,693.46	\$20.00	\$7,720.00
Pile Driving Points	Each	10	\$210.00	\$2,100.00	\$850.00	\$8,500.00	\$150.00	\$1,500.00	\$364.34	\$3,643.40	\$200.00	\$2,000.00
Class Structure Concrete	Cubic Yard	20	\$1,600.00	\$32,000.00	\$1,980.00	\$39,600.00	\$2,350.00	\$47,000.00	\$2,844.90	\$56,898.00	\$450.00	\$9,000.00
Furnish Prefabricated Steel Bridge	Lump Sum	1										
Install Prefabricated Steel Bridge	Lump Sum	1	\$75,000.00	\$75,000.00	\$86,870.00	\$86,870.00	\$70,000.00	\$70,000.00	\$67,500.00	\$67,500.00	\$55,000.00	\$55,000.00
Furnish & Install Class I Riprap	Cubic Yard	30	\$120.00	\$3,600.00	\$333.00	\$9,990.00	\$200.00	\$6,000.00	\$400.00	\$12,000.00	\$150.00	\$4,500.00
Bridge End Backfill	Cubic Yard	190	\$70.00	\$13,300.00	\$85.00	\$16,150.00	\$30.00	\$5,700.00	\$110.50	\$20,995.00	\$45.00	\$8,550.00
Unclassified Excavation	Cubic Yard	405	\$55.00	\$22,275.00	\$35.00	\$14,175.00	\$25.00	\$10,125.00	\$67.43	\$27,309.15	\$35.00	\$14,175.00
Embankment In Place	Cubic Yard	75	\$50.00	\$3,750.00	\$120.00	\$9,000.00	\$45.00	\$3,375.00	\$80.96	\$6,072.00	\$45.00	\$3,375.00
Gravel Deck Surfacing	Cubic Yard	50	\$75.00	\$3,750.00	\$125.00	\$6,250.00	\$50.00	\$2,500.00	\$72.97	\$3,648.50	\$65.00	\$3,250.00
Import Fill	Cubic Yard	10	\$75.00	\$750.00	\$165.00	\$1,650.00	\$50.00	\$500.00	\$65.80	\$658.00	\$45.00	\$450.00
Road Base	Cubic Yard	335	\$80.00	\$26,800.00	\$125.00	\$41,875.00	\$30.00	\$10,050.00	\$82.28	\$27,563.80	\$55.00	\$18,425.00
Road Surfacing	Cubic Yard	150	\$75.00	\$11,250.00	\$102.00	\$15,300.00	\$30.00	\$4,500.00	\$67.60	\$10,140.00	\$65.00	\$9,750.00
Remove And Dispose Signs	Each	5	\$100.00	\$500.00	\$110.00	\$550.00	\$100.00	\$500.00	\$1,040.00	\$5,200.00	\$100.00	\$500.00
Signs (OM3-R)	Each	4	\$200.00	\$800.00	\$840.00	\$3,360.00	\$250.00	\$1,000.00	\$1,540.00	\$6,160.00	\$450.00	\$1,800.00
Seeding and Fertilizing	Acre	1	\$4,000.00	\$4,000.00	\$3,300.00	\$3,300.00	\$2,200.00	\$2,200.00	\$4,572.50	\$4,572.50	\$750.00	\$750.00
TOTAL BASE BID				\$ 430,985.00		\$ 485,431.00		\$ 322,005.00		\$ 478,435.86		\$ 265,495.00

Certification of Bid Results

A Corrected Math

B Corrected Total

Justin F. Lundvall, P.E.



AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between Big Horn County ("Buyer") and Contech Engineered Solutions, LLC ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:

Prefabricated modular steel bridge superstructure with a pan deck for gravel surfacing.

1.02 The Project

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows:

The Randall Road Bridge, which is located where Randall Road crosses the Two Leggins Canal, will be replaced with a steel bridge founded on a concrete cap and driven steel piles.

1.03 Engineer

- A. Buyer has retained Stahly Engineering ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 Point of Destination

- A. The Point of Destination is designated as:

Where Randall Road crosses the Two Leggins Canal, approximately 3.3 miles southwest of Hardin, MT. The approximate GPS coordinates of the project site are:

45°41'39.92"N, 107°38'51.60"W

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	2/9/2024	
Deliver acceptable Goods to Point of Destination	5/31/2024	Delivery may be made in the 15-day period before delivery date

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **14** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$500** for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of **\$262,200.00** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates:

None

- C. Buyer's Contingency Allowance is stipulated as **\$0.00**. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- D. The Total Price is **\$262,200.00**. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 Procurement Contract Price and Total Price—Based on Attached Bid

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates:

None

ARTICLE 4—PAYMENT PROCEDURES

4.01 Submittal and Processing of Applications for Payment

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 Progress Payments; Final Payment

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	100
Total Procurement Contract Price (Lump Sum)	100

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest at the rate allowed by law at the place of the Project.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 - 5. Procurement Drawings (not attached but incorporated by reference):
 - a. consisting of a sheet with number BSD-SB02.
 - 6. Special Provisions with the title 'RANDALL ROAD BRIDGE OVER TWO LEGGINS CANAL SPECIAL PROVISIONS'.
 - 7. Addenda (numbers 1 to 1, inclusive).
 - 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Documentation submitted by Seller (if applicable); and
 - 9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller’s Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
 - 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller’s obligations under the Procurement Contract.
 - 5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 - 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller’s obligations under the Procurement Contract.
 - 7. Seller’s entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller’s Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the

detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

8.01 *Reserved*

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other’s officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is February 8, 2024.

Buyer

Big Horn County MT.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 2-8-24
(date signed)

Name: Harry Vanderbloot
(typed or printed)

Title: B.H.C. Commission - Presiding Officer
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Po Box 908
Hardin, MT 59034

Designated Representative:

Name: Peri Schenderline
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Address:

Po Box 908
Hardin, MT 59034

Phone: (406) 665-9700

Email: pschenderline@bighorncountymt.gov

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

Contech Engineered Solutions LLC
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 2/6/2024
(date signed)

Name: Tim Miller
(typed or printed)

Title: Region Manager
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Title: Region Manager
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Darlene Kullhem
(typed or printed)

Title: Production Manager
(typed or printed)

Address:

19060 County Road 66
Greeley, CO 80631

Phone: 970-515-2958

Email: darlene.kullhem@conteches.com

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES
GALLATIN COUNTY AND BIG HORN COUNTY

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on the 8th day of February, 2024 between Gallatin County, Montana, and the Gallatin County Sheriff's Office (collectively "Gallatin") and Big Horn County, Montana, and the Big Horn County Commissioners (collectively "Big Horn").

ARTICLE I
PURPOSE

The purpose of this IA is to provide the terms and conditions for Big Horn to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law (Inmate) at the Gallatin County Detention Center in Bozeman (GCDC) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant to §7-32-2243(1), MCA.

ARTICLE II
DURATION and TERMINATION

The duration of this IA is three (3) years from the date set forth above subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party. This IA will automatically renew for another three (3) year term unless either party gives ninety (90) day written notice of their intention to terminate the agreement.

ARTICLE III
CREATION OF LEGAL ENTITY-PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore no agreement needs to be made related to the disposition of such property.

ARTICLE IV
FINANCING, COSTS AND BUDGET

A. NORMAL EXPENSES. Gallatin shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care and all other costs normally associated with the actual detention of Inmates.

B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA Big Horn shall be responsible for all expenses associated with medical care of any of its Inmates at GCDC. Big Horn shall defend, indemnify, and hold Gallatin harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by any act of Gallatin.

C. FEES. Gallatin shall maintain the ability to detain at least four (4) Inmates from Big Horn County. If the space for four (4) Inmates is exceeded, Gallatin will have the option to accept or deny detention for any additional Big Horn County Inmate. Big Horn County agrees to pay Gallatin \$9,125.00 per month for maintaining the ability to detain these four (4) Inmates, which shall be paid notwithstanding the actual number of Big Horn County Inmates detained at GCDC. Big Horn County shall pay Gallatin \$75.00 per day for each Inmate if more than four (4) Inmates from Big Horn County are detained. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to

this section of the IA by written notice. Such negotiations shall be conducted for no longer than 30 days from the date of the written notice is made. No later than the end of the 30 day negotiation period the parties may modify this section in writing or give written notice to terminate in accordance with Article II above

ARTICLE V ADMINISTRATION

The Gallatin County Sheriff's Office and Big Horn County Detention Commander shall be responsible for the day-to-day administration of this IA. The Gallatin County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA subject to the policies and procedures established for the GCDC. This authority and responsibility shall begin at the time the Inmate is committed to Gallatin County Sheriff's Office custody and terminate when the Inmate is returned to the custody of the Big Horn County Detention Facility.

ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

A. TRANSPORTATION. Big Horn shall be responsible for the transportation and cost of transportation of its Inmates to and from the GCDC. Big Horn shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Gallatin County Sheriff's Office shall first secure the written consent of Big Horn for transportation to any medical treatment unless such medical treatment is deemed an emergency. During an emergency Gallatin will provide staff to act as a temporary security for an Inmate. Gallatin will provide this service for a period not to exceed four hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of Big Horn. At the discretion of the Gallatin County Sheriff's Office security may be provided beyond the first four hours, however all expenses shall be the sole responsibility of Big Horn and billed monthly.

B. INSURANCE. Gallatin County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the GCDC. Gallatin will defend, indemnify, and hold harmless Big Horn against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any act of Gallatin or its employees or agents while that Inmate was detained at GCDC or being transported by an employee or agent of Gallatin consistent with the paragraph set forth below.

If an Inmate who is detained at GCDC is transported by Gallatin, Big Horn will defend, indemnify, and holds harmless Gallatin against any claim, damage, loss, expense, cost, fee, action, or charge arising out of the transportation as long as such claim, damage, loss, expense, cost, fee, action or charge is not caused by any act of Gallatin.

Big Horn shall be responsible for providing insurance in an amount no less than \$1.5 Million per occurrence against any claim, damage, loss, expense, cost, fee, action, or charge arising out of the transportation of any Inmate to and from the GCDC or any location authorized by Big Horn. Big Horn shall provide Gallatin a Certificate of Insurance naming Gallatin County and the Gallatin County Sheriff's Office as additional insured on a primary non-contributing basis and provide proof of proper endorsements to said insurance.

C. RECORD KEEPING. Gallatin is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of the Gallatin County Sheriff's Office.

D. LICENSURE – TRAINING – AUTHORITY. Gallatin will maintain the GCDC in compliance with GCDC policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. Big Horn employees will obey GCDC policy and procedure and the Montana Jail Standards and obey the orders of GCDC facility staff while inside the GCDC. The GCDC will be open to the inspection of a representative of Big Horn upon 24-hour notice.

ARTICLE VII
GENERAL PROVISIONS

A. ASSIGNMENT and Authority. No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter this IA.

B. COMPLETE AGREEMENT. This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.

C. APPLICABLE LAW, VENUE and ATTORNEYS FEES. This IA shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Eighteenth Judicial District, Gallatin County. The prevailing party in any action to enforce this IA shall be entitled to Attorney's fees including those of in-house counsel or a County Attorney's Office.

D. COMPLIANCE WITH LAW. The parties shall comply with all applicable federal, state, and local law in performing under this IA.

This Interlocal Agreement entered into as of the day first written above by:

GALLATIN COUNTY, MONTANA

BIG HORN COUNTY, MONTANA

Chair, Board of County Commissioners



Chair, Board of County Commissioners

County Commissioner



County Commissioner

GALLATIN COUNTY SHERIFF

CC: Montana Secretary of State, Gallatin County Clerk and Recorder, Big Horn County Clerk and Recorder