

## **YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT**

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Yellowstone County News, herein referred to as "CONTRACTOR", whose address is 130 Northern Ave, P.O. Box 130, Huntley, MT 59037.

### **THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES:** CONTRACTOR agrees to complete and perform the work or services as follows:

CONTRACTOR will perform all legal advertising as required by COUNTY under the provisions of the Legal Advertising Invitation for Bid dated July 22<sup>nd</sup>, 2025, and CONTRACTOR's bid dated August 11<sup>th</sup>, 2025.

**2. INDEPENDENT CONTRACTOR:** COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

**3. EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall commence work upon approval of this Contract by both parties. The term of the Contract is from August 26<sup>th</sup>, 2025, through June 30<sup>th</sup>, 2027. Contract remains in force until terminated by any party with written notice to terminate with 30 days' notice.

**4. COMPENSTATION:** COUNTY shall pay CONTRACTOR in accordance with CONTRACTOR's bid dated August 11<sup>th</sup>, 2025. CONTRACTOR's bid is attached to this contract as Exhibit A. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

**5. CONTRACTOR'S REPRESENTATION:**

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

6. CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement
2. CONTRACTOR's bid dated, August 11<sup>th</sup>, 2025
3. CONTRACTOR's performance bond in the amount of \$10,000.00 issued to Yellowstone

7. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

8. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

9. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

10. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

11. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). In accordance with MCA 18-2-409, CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

12. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13<sup>th</sup> Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

13. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

14. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

15. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective August 26<sup>th</sup>, 2025.

COUNTY:  
Yellowstone County  
Billings, MT 59101

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Mark Morse, Chair  
Board of County Commissioners

CONTRACTOR  
Yellowstone County News  
Huntley, MT 59037



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Jonathan McNiven  
Owner/Editor

ATTEST:

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Jeff Martin, Clerk and Recorder



## Yellowstone County News

130 Northern Ave.

P.O. Box 130

Huntley, MT 59037

Phone: 406-348-2650

Fax: 406-468-7266

Website: [www.YellowstoneCountyNews.com](http://www.YellowstoneCountyNews.com)

Re: Legal Advertising Bid Request:

Date: August 11, 2025

Thank you for considering our proposal to continue publishing the county's legal ads in our newspaper. Enclosed please find our price proposal and information included.

We already print the County's legal ad notices from the City/County Planning department as well as currently hold the contract with the county to print legal notices. YCN renewed its legal advertising contract with the City of Billings in May 2025. YCN has held the contract with the City of Billings since June 2017.

### **Yellowstone County News meets all Qualifications.**

- Published within Yellowstone County
- Published weekly for the previous 12 months (In print since 1976)
- Newspaper of general circulation
- We have submitted our sworn statement of circulation which is on file with the Clerk and Records office. (July 1, 2025)
- YCN already has a performance bond in the amount of \$10,000 (on file with the county) We can provide an updated one to the county if requested.

We have a designated email ([legals@yellowstonecountynews.com](mailto:legals@yellowstonecountynews.com)) that legal ad requests are sent to. We will respond with confirmation within the same day of receiving the legal ad. We will also send a proof.

This legal advertising contract fits well as many legal notices are published on a weekly basis for a number of consecutive weeks. Our readers know where to look each week for legal notices.

### **The following are added value services included with our publication:**

- Have about 60 locations within Yellowstone County that our paper is able to be purchased.
- The majority of our subscribers live within Yellowstone County.
- All Legal ads are uploaded to the Montana Newspapers Association ([www.Montanapublicnotices.com](http://www.Montanapublicnotices.com))
- YCN published 11 Full pages of legal notices in the 5/16/25 edition of YCN.
- Have the capacity, personnel, and system in place to include new legal ads in our paper.
- Active website that is increasing viewership/readership with about 80,000 total page views a month.
- We currently hold the Legal advertising contract for the City of Billings. (since June 1<sup>st</sup>, 2017)

We have trained and prepared staff to be available to answer any questions Monday through Friday. Our local office hours are Mondays – Wednesdays from 9am-5pm and Thursdays and Fridays from 9am-2pm (Excluding legal holidays). I am personally available anytime of the week or weekend on my cell phone at 406-672-5941 if needed.



## Yellowstone County News

130 Northern Ave.

P.O. Box 130

Huntley, MT 59037

Phone: 406-348-2650

Fax: 406-468-7266

Website: [www.YellowstoneCountyNews.com](http://www.YellowstoneCountyNews.com)

We look forward to continuing to work with the county for legal advertising needs. Please don't hesitate to contact me if you have any questions.

Respectfully,  
Jonathan McNiven

Owner/Publisher  
Yellowstone County News  
KFHW-LP 101.1 FM, YCN Radio  
P.O. Box 130  
Huntley, MT 59037  
Office: 406-348-2650  
Cell: 406-672-5941  
Email: [jonathan@yellowstonecountynews.com](mailto:jonathan@yellowstonecountynews.com)  
Website: [www.yellowstonecountynews.com](http://www.yellowstonecountynews.com)  
Website: [www.ycnradio.com](http://www.ycnradio.com)



## Yellowstone County News - legal Advertising

This is a list of Entities, law firms and Cities/towns that use YCN for their legal advertising in the last years and many run ads weekly and monthly.

### Towns/Counties/Cities

City of Billings-(Publication of Record since 6/1/17), includes City/County Planning department  
City of Colstrip, City of Laurel, City of Glasgow, Town of Broadview, Musselshell County, City of Red Lodge, City of Livingston, City of Miles City, City of Poplar, Town of Broadus, Garfield County, Hill County Courthouse, Yellowstone County Commissioners Office, Yellowstone County Treasurer,

### School Districts

Billings School District #2, Custer School District, Billings Public School District, Lockwood School District, Blue Creek Schools, Elder Grove School District, Elysian School, Pioneer School, Shepherd School District, Huntley Project School District, Lodge Grass Public School, St. Labre School & Museum,

### Law Firms

Billstein & Monson Law Firm, Patten, Peterman, Bekkedahl & Green, Crowley Fleck, Harkins Law Firm P.C., Calton, Hamman & Wolff, P.C., Clarke B. Rice, Cashmore & Grant P.C, Gannett Sowden Law PLLC, Gerstner Law PLLC, Cynthia R. Woods, Dietrich & Associates P.C., Gunderson Law Firm, Oliver Law Firm, Oram & Houghton PLLC, Harris Law Firm, Jones Law Firm, Schevedk & Salminen Law Firm, LaRance & Syth Attorney at Law, Honaker Law Firm, Mackoff Kellogg Law Firm, Church Harris Johnson Williams P.C., Linda Hickman, Katz Look & Onorator P.C., Middleton Law, Pippin Law Firm, Pladson Law Office PLLC, Worden Thane, P.C., Sullivan Miller Law PLLC, Thompson Painter Law, Southside Law Center, Robert M. Schickstanz, Vincent Law Office, Vicki W. Dunaway, Vincent Law Office, Law Firm of Halliday, Watkins, & Mann, West Law Firm, Wilkins & Berger, Hendrickson Law Firm, Usleber Law Firm, Moulton Bellingham

### Storage Unit facility businesses:

5 Corners Storage, Laurel Southside Storage, All West Mini Storage, ABC Storage, Fischer & Erwin Property Management, U-Haul Company of Montana, NC Mini Storage, Shepherd Mini Storage, Southgate Storage, Westbrook Storage, Flying D Mini Storage, Lockwood Mini Storage, South Shepherd Storage, Elysian Storage,

### Local entities/Contractors/Architect firms

The Housing Authority of Billings (Now Home Front), Big Sky Economic Development, Langlas & Associates, Maierle INC, Collaborative Design, Sletton Construction, South Billings Urban Renewal Association (Monthly), Cummins Sale & Service, Victory Irrigation District, Lockwood Water & Sewer, Huntley Project Irrigation District, Huntley Project Mini Storage, Prince, INC, Sanderson Stewart, Performance Engineering & Consulting, WBYC Water & Sewer, Worden Fire & Ambulance Department, BNSF, Montana Commissioner of Securities, Eastern Yellowstone Special Services, ERM, Nemont, Mid-Rivers Communication, Natural Resource Damage Program; Department of Justice, Yellowstone Sawmill, Billings Heights County Water and Sewer District, KLJ Engineering,

YELLOWSTONE COUNTY  
2025 LEGAL ADVERTISING BID SHEET

Please include this sheet with your other documents when submitting your bid.

Legal Advertising:

Per unit first insertion: \$ \$10.50

Per Unit Subsequent Insertion: \$ \$10.25

Rule and Figure Work

Per Unit First Insertion: \$ \$10.50

Per Unit Subsequent Insertion: \$ \$10.25

Representative Name: Jonathan McNeen

Company Name: Yellowstone County News

Mailing Address: P.O. Box 130

City, State, Zip Code: Huntley, MT 59037

Telephone Number: 406-672-5941

Date: 8/11/25

- End IFB -