

YELLOWSTONE COUNTY

INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Seachange Election Services, herein referred to as “CONTRACTOR”, whose address is 14505 27th Ave North, Minneapolis, MN 55447.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in to provide ballot printing and mailing services for COUNTY’s 2025 and 2026 elections as described in the RFP dated May 6th, 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 and shall complete the described work by December 31st, 2026. CONTRACTOR shall provide materials and perform all work and services, obligations and requirements without delay, time being of the essence.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY agrees to pay CONTRACTOR according to the cost proposal attached 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. COUNTY’s RFP dated May 6th, 2025

3. CONTRACTOR's proposal dated, June 2nd, 2025
4. CONTRACTOR's certificate of insurance and workers compensation coverage
5. Exhibit A – CONTRACTOR's Price Sheet

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 (\$750,000.00) for each occurrence (minimum) and two million dollars (\$1,500,000.00) 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. PERMITS: CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

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 13th 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.

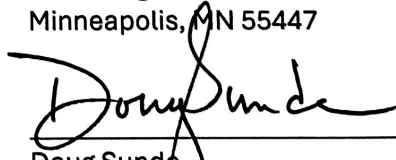
This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract. In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. 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 October 28th, 2025.

COUNTY:
Yellowstone County
Billings, MT 59101

Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Seachange Election Services
Minneapolis, MN 55447



Doug Sunde
VP Election Services

ATTEST:

Jeff Martin, Clerk and Recorder



Yellowstone County, Montana

Election Ballot Printing and Mailing Services

Submitted by SeaChange Election Services

Item Description	Quantity	Unit Price	Total
Ballot Printing			
Optical Scan Ballots for 2025 Municipal Primary Election (odd	62,700	\$0.29 per ballot	\$18,183.00
Optical Scan Ballots for 2025 Municipal General Election (odd	65,075	\$0.29 per ballot	\$18,871.75
Optical Scan Ballots for 2026 School & Special District Election	53,350	\$0.29 per ballot	\$15,471.50
Optical Scan Ballots for 2026 Federal Primary Election	270,000	\$0.28 per ballot	\$75,600.00
Optical Scan Ballots for 2026 Federal General Election	90,000	\$0.29 per ballot	\$26,100.00
Ballot Mailing Services			
Outer Envelope (6-1/8 x 9-3/4")	90,000	\$0.15	\$13,500.00
Reply/Return Envelope (5-7/8 x 9") with security tint	90,000	\$0.17	\$15,300.00
Envelope artwork set-up	2	\$1,000.00 per version	\$2,000.00
Peel & Seal set-up		\$500.00	\$0.00
Hole Punch set-up		\$500.00	\$0.00
Inserts / Voter Instructions			
8.5 x 11" Voter instructions, color, folded	90,000	\$0.17	\$15,300.00
Produce and Affix "I Voted Sticker" to Voter Instructions		\$0.12	\$0.00
Packet Assembly and Mail Processing			
envelope (1 ballot card, reply envelope, & instructions)	90,000	\$0.21 per packet	\$18,900.00
Presorting and processing voter data for lowest postal rates	90,000	\$0.10 per packet	\$9,000.00
Assembly of each additional insert (ballot card or other)		\$0.10 per additional insert	\$0.00

Postage and Freight Charges

Invoiced at cost

Item Description	Unit Price
------------------	------------

Other Related Services:

8.5" x 11" to 17" length Blank Ballot Stock	\$0.10
8.5 x 18" Blank Ballot Stock	\$0.11
Color Printing	\$0.03

Footnotes:

¹ Unit Price per Ballot includes Ballot printing, delivery, and related services and all of proposer's costs and expenses. COUNTY shall have no payment obligation to CONTRACTOR except for Unit Pricing for accepted Ballots. Unit Pricing shall be held firm for the initial three years of the Agreement. After the third year, if the Agreement is extended, pricing may be increased upon approval by COUNTY in an amount not to exceed 3% per year.

² The Ballot quantities stated above are approximates and may be increased or decreased by the COUNTY at any time. In the case of an increase or decrease, COUNTY shall be liable for and pay an amount equal to the actual volume as adjusted and received times the unit price as specified in the Proposal. The number of Ballots required for special elections will be indicated by the COUNTY as needed.