

## YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Best Crowd Management, Inc., herein referred to as “CONTRACTOR”, whose address is 199 Coon Rapids Blvd. Suite 111, Coon Rapids, MN 55433.

THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES:** CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications outlined in COUNTY’s Request for Proposals dated October 21<sup>st</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 on December 9<sup>th</sup>, 2025. The contract will be in effect for an initial period of two years (2) years with a yearly review of rates. An optional renewal period of three (3) years and an additional two (2) year extension will be available if both COUNTY and CONTRACTOR agree for a total possible contract term of seven (7) years. If one party does not wish to extend the contract for either of these periods, the party will send written notification of their intent no less than 60 days in advance.

**4. COMPENSTATION:** COUNTY shall pay CONTRACTOR the hourly rates shown in Exhibit A – CONTRACTOR’s price sheet. Future rate changes will be negotiated on a yearly review.

CONTRACTOR shall pay COUNTY \$500.00 per month to use the office space provided by MetraPark. Future rate changes are allowed in any contract extensions if both the COUNTY and CONTRACTOR agree to the proposed rates.

CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. COUNTY shall pay invoices within 30 days of invoice date.

If COUNTY fails to pay any undisputed amounts within thirty (30) days of receipt of any accurate invoice, COUNTY agrees to pay interest at the rate of 1.5% per month, or the highest amount permitted under applicable law, whichever is lower, on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, CONTRACTOR will be entitled to recover from COUNTY all of its reasonable costs of collection, including its reasonable attorney’s fees

**5. STAFFING REQUIREMENTS AND SHORTFALL FEES:** COUNTY shall determine and provide to CONTRACTOR the Staffing Requirement for each event, which shall constitute the minimum staffing levels required under this Agreement. COUNTY will provide this information no later than thirty (30) days before each event. CONTRACTOR shall staff each event in accordance with the Staffing Requirement and shall confirm in writing, no later than two (2) weeks before the event, its plan to meet the Staffing Requirement. CONTRACTOR’s confirmation shall not alter, limit, or

dispute COUNTY's Staffing Requirement, and CONTRACTOR remains fully responsible for meeting the required staffing levels.

CONTRACTOR is permitted a staffing variance on a per event basis of up to five (5) personnel below the Staffing Requirement without triggering a shortfall fee. If CONTRACTOR's total shortfall exceeds five (5) personnel, this is considered a "Staffing Shortfall," and CONTRACTOR shall pay COUNTY a staffing shortfall fee.

For the first year of the contract, beginning on the effective date of this agreement, staffing shortfall fees shall not apply, regardless of any staffing shortfalls that occur. All shortfall staffing fees under this clause shall apply starting on the first anniversary of the effective date.

Staffing shortfalls will be evaluated using a rolling ninety (90)-day period. The first staffing shortfall within any 90-day period begins a new evaluation period, starting on the date of that event. Any subsequent staffing shortfalls that occur during the 90 days following the first shortfall are counted as additional shortfalls for purposes of tiered fees. After 90 days from the first shortfall, any new staffing shortfall will be treated as the first shortfall of a new 90-day evaluation period.

If a staffing shortfall occurs, COUNTY shall apply a staffing shortfall fee to CONTRACTOR's invoice for that event, calculated as follows:

1. The fee shall equal 5% of the total invoice for the event in which the first staffing shortfall occurred within the 90-day period.
2. For each subsequent staffing shortfall within the same 90-day period, the fee shall increase by an additional 2.5% per occurrence.

Illustrative Example:

- 1<sup>st</sup> shortfall – 5% of the total event invoice
- 2<sup>nd</sup> shortfall – 7.5% of the total event invoice
- 3<sup>rd</sup> shortfall – 10% of the total event invoice

Force Majeure – CONTRACTOR shall not be liable for a staffing shortfall or any resulting staffing shortfall fee if the shortfall is caused by events beyond CONTRACTOR's reasonable control, including but not limited to:

- Severe weather or natural disasters (e.g., floods, storms, earthquakes, wildfires)
- Governmental orders or restrictions (e.g., emergency declarations, quarantines)
- Strikes, labor disputes, or other unforeseen workforce shortages beyond CONTRACTOR's control
- Terrorism, civil unrest, or similar extraordinary events

If a staffing shortfall is caused by a force majeure event, CONTRACTOR shall notify COUNTY promptly and provide reasonable documentation of the event. In such cases, the staffing shortfall fee shall not apply.

The parties agree that these fees are constitute liquidated damages, representing a reasonable estimate of COUNTY's operational and administrative impacts resulting from insufficient staffing, and are not intended as a penalty.

**6. 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.

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

1. This agreement
2. Exhibit A - CONTRACTOR's price sheet, dated November 10<sup>th</sup>, 2025
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. COUNTY's Request for Proposals, dated October 21<sup>st</sup>, 2025

**8. 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.

**9. 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 seven hundred and fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million, five hundred thousand 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.

**10. 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 negligent 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.

**11. 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.

**12. PERMITS:** CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

**13. PREFERENCE:** CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. LIMITATION OF LIABILITY:** It is understood that CONTRACTOR is not an insurer; and the parties agree that CONTRACTOR makes no warranty, express or implied, that the Services it furnishes will prevent or minimize the likelihood of loss or occurrences or the consequences therefrom which the Services are designed to mitigate. Each party's liability for any losses and damages (whether based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with or arising under this agreement will be limited in the aggregate for all claims to an amount not to exceed the total amount of fees paid by COUNTY to CONTRACTOR for services under this agreement during the twelve (12) months prior to the occurrence of the first event that is the subject of the first claim. Notwithstanding the foregoing, the above limitation of liability shall not apply to the following: (a) losses and damages that cannot be disclaimed under applicable law, (b) claims and liabilities arising from CONTRACTOR's indemnity obligations under this agreement, and (c) any amounts payable under this agreement by COUNTY to CONTRACTOR. Under no circumstances or theory of liability shall either party and its insurance carriers be liable for any incidental, punitive, consequential or special damages arising out of this agreement. Notwithstanding, anything contrary herein, CONTRACTOR shall not be liable to COUNTY for any injury (including death) to any person arising from a slip, trip, or fall while on or near COUNTY's locations. COUNTY expressly understands and agrees that CONTRACTOR is not responsible for performing any maintenance services including but not limited to building upkeep, snow removal, garbage, or debris removal, and water removal, or required to report any maintenance needs or failures to COUNTY

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 December 16<sup>th</sup>, 2025.

COUNTY:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR  
Best Crowd Management, Inc.  
Coon Rapids, MN 55433

\_\_\_\_\_  
Mark Morse, Chair  
Board of County Commissioners

Signed by:  
  
\_\_\_\_\_  
Jeff Spoerndle  
Chief Operating Officer

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

### MetraPark Crowd Control Services Price Sheet

**Include this sheet with other documents when submitting a proposal. Please place this sheet in the front of the proposal.**

**The rates must apply for a minimum of one year.**

Hourly rate for Ushers	\$ <u>29.68</u>
Hourly rate for Usher Supervisors	\$ <u>34.85</u>
Hourly rate for Non-Uniform Security	\$ <u>32.27</u>
Security Supervisors	\$ <u>34.85</u>
Hourly rate for Peer Group Security	\$ <u>32.27</u>
Hourly rate for Ticket Takers	\$ <u>29.68</u>
Hourly rate for Traffic/Parking	\$ <u>29.68</u>

BEST Crowd Management  
 Company Name  
199 Coon Rapids Blvd., Suite 111  
 Mailing Address  
 Federal Tax ID Number: 46-5054858  
License Number: PSP-PSF-LIC-35459  
 Contractor Registration Number

Anthony Mozzicato  
 Authorized Representative  
Coon Rapids, MN 55433  
 City, State and Zip Code  
(612) 450-3793  
 Telephone Number