

NOV - 7 2016

Ed Bartlett, LLC
PO Box 1229
Helena, MT 59624
Phone: 406-431-6014

November 7, 2016

Commissioners
County of Yellowstone
Billings, Montana

Re: Renewal of Lobbying Agreement

Dear Commissioners:

I have enclosed two original Legislative Services Agreements for the 2017 Legislative Session. I have signed the Agreements and respectfully submit them to you for your review and, I hope, approval. If you agree, please sign the Agreements and return one to me. Of course, if you desire any changes or have any questions or comments, please let me know.

This Agreement is a renewal of our previous Agreement for the 2015 Session. I do not suggest changing any provisions or fees.

It has been an honor for me to have represented you as your legislative lobbyist. I look forward to working for you during the 2017 Session.

Thank You.

Sincerely,



Ed Bartlett

LEGISLATIVE SERVICES AGREEMENT

This Legislative Services Agreement, herein "Contract", is entered into this ___ day of November, 2016, by and between the BOARD OF COUNTY COMMISSIONERS, Yellowstone County, Montana, herein referred to as "BOARD", and Ed Bartlett, LLC, PO Box 1229, Helena, Montana 59624, herein referred to as "CONTRACTOR".

1. The BOARD employs CONTRACTOR to perform legislative services duties.

SCOPE OF SERVICES:

2. CONTRACTOR agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:
 - a) Represent the BOARD and its interests during the term of this Contract and report to the BOARD any pertinent information related to 2017 Montana Legislative Session and other State of Montana government relations matters as appropriate;
 - b) Disclose other parties represented by CONTRACTOR to the BOARD. Notify the BOARD and all parties if a conflict exists between the BOARD and other clients of CONTRACTOR;
 - c) Refrain from representing any of the parties involved in a conflict on that particular issue, unless the BOARD, CONTRACTOR and the other parties to the conflict specifically otherwise agree; provided however, the parties agree that, should a conflict arise, the parties will use best efforts to resolve such conflict.

TERM:

3. The term of this Contract will commence on January 2, 2017, and terminate 30 days after the close of the 2017 Legislative Session. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice. If CONTRACTOR is unable to represent the BOARD during the entire term of this agreement, CONTRACTOR shall be paid on a prorated basis for the days worked.

COMPENSATION AND EXPENSES:

4. The BOARD shall pay CONTRACTOR a retainer fee of \$14,000.00 for the 2017 Montana Legislative Session, payable in four equal consecutive monthly installments of \$3,500.00 beginning January 31, 2017.
5. The CONTRACTOR shall provide timely invoices and reports to the BOARD, in addition to any required compliance reports for lobbyists.
6. The CONTRACTOR shall be responsible for CONTRACTOR'S costs for living, office and travel expenses incurred by CONTRACTOR during the 2017 Montana Legislative Session.

7. The BOARD shall reimburse CONTRACTOR for reasonable entertainment and lobbying expenses incurred during the term of this Contract up to \$250.00 per month unless written approval is obtained from the BOARD.

INDEPENDENT CONTRACTOR:

8. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, are the employee of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

9. The CONTRACTOR shall provide all required worker's compensation coverage for its agents and employees during the term of this contract.

INSURANCE:

10. CONTRACTOR will maintain for the term of this contract the following insurance coverage:
 - a) Commercial General Liability Insurance: \$1,000,000 each occurrence; \$2,000,000 general aggregate; with an additional excess umbrella liability of \$1,000,000.
 - b) Professional Liability Insurance: \$1,000,000 occurrence and aggregate issues.

INDEMNITY:

11. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR'S negligent acts, or omissions of CONTRACTOR'S agents or employees in the performance of the professional services under this Contract.

LEGAL REMEDIES:

12. Should either party commence litigation, arbitration, or mediation proceedings relating to this Contract, or to enforce or interpret any provisions of this Contract, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs as awarded by the court.
13. The parties agree that this contract shall be governed by the laws of the State of Montana, and that venue shall be the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

14. CONTRACTOR shall not sublet or assign any of the services covered by this Contract without the express written consent of the BOARD.
15. This Contract constitutes the full and complete agreement between the BOARD and the CONTRACTOR. The provisions herein relating to the terms and conditions of this Legislative Services Contract supersedes any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this Contract shall be made in writing and signed by both parties.

DISCRIMINATION:

16. Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, disability, age, political belief or marital status. Entities contracting with Yellowstone County to deliver goods or services must insure that their agents, employees, and sub-contractors do not discriminate or cause for such discrimination as enumerated above among their employees or the recipients of the goods and or services offered.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the _____ day of November, 2016.

Ed Bartlett, LLC

**BOARD OF COUNY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA**



Ed Bartlett, Owner

John Ostlund, Chair

Robyn Driscoll, Member

James E Reno, Member

(SEAL) ATTEST:

Jeff Martin, Clerk and Recorder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYNEWEST INSURANCE INC P O BOX 6127 HELENA, MT 596046127 (888) 661-3938		CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 662-6091 E-MAIL: Service.center@travelers.com ADDRESS: Service.center@travelers.com	
INSURED ED BARTLETT, LLC 1332 LUCCHESI RD HELENA, MT 59602		INSURER(S) AFFORDING COVERAGE INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B : THE TRAVELERS INDEMNITY COMPANY INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 025357336480292 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			680-8845M255-16	11/21/2016	11/21/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000			CUP-8982M225-16	11/21/2016	11/21/2017	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER YELLOWSTONE COUNTY COMMISSIONERS PO BOX 35000 BILLINGS, MT 59107	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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