



LEGAL ADVERTISING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and **YELLOWSTONE COUNTY NEWS, LLC**, of P.O. Box 130 (130 Northern Avenue), Huntley, MT 59037, hereinafter referred to as “**CONTRACTOR**.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide legal advertising services for various **CITY** departments, more accurately described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on May 31, 2029. The parties may extend this **AGREEMENT**, by mutual concurrence, for one (1) additional two-year period, in writing, prior to the end of the initial term.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit “A”. In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT:** **CITY** agrees to pay **CONTRACTOR** the fees outlined in Exhibit A for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month, identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges. The **CITY** shall pay the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONTRACTOR'S** discretion.

6. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and may not be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify, defend and save the **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of **CONTRACTOR** or its officers, agents or employees.
- B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the **CITY** and **CONTRACTOR**, **CONTRACTOR** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from **CONTRACTOR'S**

wrongful, reckless or negligent acts occurring as a result from **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- A. Indemnify, defend and save **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.
- B. Not indemnify, defend, save and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

INSURANCE:

- A. The **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverages in the minimum amount of \$750,000 per claim and \$1,500,000 per occurrence.
- Automobile liability in the minimum amount of \$1,500,000 per accident.

The limits required by this **AGREEMENT** can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).



Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(2)** proof of exemption from workers' compensation granted by law for independent contractors.

9. **REGISTRATION:** **CONTRACTOR** shall furnish **CITY** with at least one of the following:

- (1) Proof of registration as a registered contractor under MCA 39-9; or,
- (2) Proof of independent contractor certification pursuant to MCA 39-71.

10. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

11. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race,

color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

CONTRACTOR and subcontractor shall abide by the requirements of 41 CFR 60- 300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

CONTRACTOR and any subcontractor shall abide by the requirements of 41 CRF 60- 1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with **CONTRACTOR'S** legal duty to

furnish information.

- C. **CONTRACTOR** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. **CONTRACTOR** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of **CONTRACTOR'S** noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **CONTRACTOR** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of **CONTRACTOR** under this **AGREEMENT**. **CONTRACTOR** will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- H. **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

12. **DEFAULT AND TERMINATION:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONTRACTOR**. In the event the **CITY** terminates this **AGREEMENT**, the **CONTRACTOR** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

13. **LIAISON:** **CITY's** designated liaison for this **AGREEMENT** is Denise Bohlman and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Jonathan McNiven.
14. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
15. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.



17. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

YELLOWSTONE COUNTY NEWS, LLC

MIKE NELSON, MAYOR

JONATHAN MCNIVEN, OWNER

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY'S OFFICE

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

SCOPE OF WORK, PRICING & SAMPLE ADS

- A. Each legal ad or notice is emailed to legals@yellowstonecountynews.com by noon Tuesday of each week.
- B. **CONTRACTOR's** Legal Production Specialist will communicate with **CITY** staff that sends **CONTRACTOR** the legal notices. The legal ad or notice is sent in a Word document for staff to format, organize and prepare to be published.
- C. A proof of each legal notice is sent back to the City Clerk or representative by 4:00pm on Tuesday for any corrections. Once those corrections are approved by the City Clerk or representative, the legal notices are then published in that week's paper. **CONTRACTOR** also has proofers that look over legal notices and articles in final proofing each week.
- D. Once a legal notice is published in the Yellowstone County News and **CONTRACTOR** is able to confirm that it was uploaded to the printer and printed, **CONTRACTOR** then prepares an affidavit of Publication for each legal notice. The affidavit includes the dates the legal notice ran in the newspaper, name and type of legal notice headline as well as the date the affidavit was signed and notarized. A copy of the actual legal notice is included on the same affidavit. Once the Affidavit is signed and notarized, **CONTRACTOR** then emails each affidavit to the **CITY**. The deadline for emailing the affidavits is Monday by 5:00pm.
- E. If there are any last-minute changes that need immediate attention, the **CITY** will call **CONTRACTOR's** office at 406-348-2650 or Liaison's cell phone at 406-672-5941.

Sample	Price
Cost of Sample A (Ad to run one time)	\$19.00
Cost of Sample A (Ad to run two times)	\$37.50
Cost of Sample A (Ad to run three times)	\$56.00
Cost of Sample A (Ad to run four times)	\$74.50
Cost of Sample A (Ad to run five times)*	\$93.00
Cost of Sample B (Ad to run one time)	\$38.00
Cost of Sample B (Ad to run two times)	\$75.00
Cost of Sample B (Ad to run three times)	\$112.00
Cost of Sample B (Ad to run four times)	\$149.00
Cost of Sample B (Ad to run five times)*	\$186.00
Cost of Sample C (Ad to run one time)	\$104.50
Cost of Sample C (Ad to run two times)	\$206.25
Cost of Sample C (Ad to run three times)	\$308.00
Cost of Sample C (Ad to run four times)	\$409.75
Cost of Sample C (Ad to run five times)*	\$511.50



SAMPLE A

NOTICE OF MEETING

The Public Works Board will hold its regular meeting on Monday, April 12, 2021, at 12:00 PM, online via Zoom and in person.

The meeting is open to any interested members of the public. If you would like to attend the meeting via Zoom or want additional information, please contact Debi Meling, Public Works Director at (406) 657-8230.

"In the event a quorum of the Council is present, no City-related decisions will be made during this meeting or event."

Published on April 2 and 9, 2021.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: Public Works
Publish 4/2/2021 & 4/9/2021

SAMPLE B

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled WATERBORNE TRAFFIC PAINT for the City of Billings, Montana, will be received by the Billings City Clerk, P.O. Box 1178, Billings, MT 59103 or via email at bids@billingsmt.gov, until 2:00 PM (MST) on Tuesday, March 23, 2021 and then publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. No hand delivered bids will be accepted. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding the WATERBORNE TRAFFIC PAINT can be obtained by contacting Derick Miller at 4848 Midland Road, Billings, MT 59101, by telephone at 406-657-8250, or via email at millerd@billingsmt.gov. The full bid packet may also be found on the City's website at www.ci.billings.mt.us, by clicking on "Doing Business," and then on "Bids."

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in an amount of \$15,000.00. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Published on March 12 and 19, 2021.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

Dept: PW_Streets
Publish: 3/12 and 3/19/21



SAMPLE C

NOTICE OF BOARD AND COMMISSION VACANCIES

My office is now accepting letters of interest to fill the vacancies on the Boards and/or Commissions listed below. For more information on each please visit <https://www.billingsmt.gov/65/boards-commissions>. **Applicants must generally live within the City Limits** and may have special requirements. I am asking for your thoughtful consideration of potential service on these Boards and/or Commissions.

City Boards and Commissions are appointed by the Mayor and confirmed by the City Council. City Boards and Commissions are advisory only and have no administrative authority, unless specifically required by Federal or State Law, or Interlocal Agreement. Members of Boards and Commissions serve without compensation, must be at least 18 years of age and reside within the City limits (home residence) unless otherwise required or permitted by applicable law or agreement. Terms of office are generally four (4) years.

If you are interested in applying for any of the positions listed below you can download an application from our website located at <https://www.billingsmt.gov/65/boards-commissions> or drop by City Hall, 316 N. 26th Street, to pick up an application:

**Mayor's Office
P.O. Box 1178
Billings, MT 59103-1178**

LIST OF CURRENT VACANCIES

Board/Commission	# of Vacancies	Special Qualifications (if any)
Animal Control Board	3	Must live in the City of Billings
Bicycle & Pedestrian Advisory Comm	1	Must live in the City of Billings
Billings BID	2	Must own land in the BID District
Billings Parking Board	4	Must live in the City of Billings
Board of Adjustments	7	Must live in the City of Billings
Board of Appeals	2	Must live in the City of Billings
Citizens Police Advisory Board	7	Must live in the City of Billings
Community Development Board	1	Must live in Billings - Low Mod
Downtown Revolving Loan Comm	1	City of Billings Employee
Downtown Revolving Loan Comm	2	Commercial Lenders-Local Bank
Downtown Revolving Loan Comm	1	BSED Board Member/Employee
Downtown Revolving Loan Comm	1	DBA Member
Exchange City Golf Board	1	Must live in the City of Billings
Housing Authority	1	City of Billings and 10 Mile Radius
Human Relations Commission	2	Must live in the City of Billings
Library Board	4	Must live in the City of Billings
Parks/Recreation/Cemetery Board	3	Must live in the City of Billings
Public Works Board	2	Must live in the City of Billings

The DEADLINE for applications is: **November 10, 2025**. (The Mayor's office reserves the right to extend this deadline in its discretion in individual cases for good cause, including as a courtesy for applicants, to solicit additional applications, etc.

Published on October 10 and October 17, 2025.

Denise R. Bohlman
Billings City Clerk
PO Box 1178
Billings MT 59103

Publish: October 10 & October 17, 2025
Administration