

# AGREEMENT

## Invictus Security Group and CITY of Three Forks, Montana

This Agreement is entered into this 14<sup>th</sup> day of May 2024, by and between:

**CITY:** CITY of Three Forks, Montana (CITY) with address of P.O. Box 187, Three Forks, MT, 59752, which has the need for and the authority to contract for such materials, work and services and desires to have the CONTRACTOR perform as specified in Scope of Work.

**CONTRACTOR:** Invictus Security Group, 1709 Dillon Street, Belgrade, MT 59714 (CONTRACTOR), which is authorized to do business in the State of Montana where the undersigned has authority to enter into this Agreement on CONTRACTOR'S behalf. CONTRACTOR represents it is qualified to provide materials and perform such work and services in a safe and efficient manner to the CITY.

1. **SCOPE OF WORK.** CONTRACTOR shall provide all materials and perform all work and services to complete the project described in the Scope of Work attached as Exhibit "A".
2. **Term.** CONTRACTOR shall commence work on 7/19/2024 and complete the work as set forth in the SCOPE OF WORK no later than 7/20/2024. CONTRACTOR shall provide materials and perform all work and services, obligations and requirements without delay time being of the essence. Violation is a material breach.
3. **COMPENSATION.** CITY agrees to pay CONTRACTOR \$46.00/hour for an estimated 64 manhours (see Exhibit A). CONTRACTOR agrees that all materials, work and services specified in the Scope of Work shall be provided for this amount. The amount charged or paid under this agreement shall not exceed the agreed amount, except for change of work orders that shall be considered additional work and shall be in agreed to in writing prior to commencement of additional work.
4. **PAYMENT SCHEDULE.** Payment requests shall include a billing statement specifically detailing all materials, work or services set forth in the SCOPE OF WORK that have been completed and all expenses incurred. Expense receipts shall accompany the payment request. Upon receipt of CONTRACTOR'S written payment request, CITY will assess the work and materials and approve the payment request or provide the CONTRACTOR with a written statement detailing items not approved by the CITY and the reason for disapproval. The CITY may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory job progress; (ii) failure to remedy defective construction work or materials; (iii) disputed work or materials; (iv) failure to comply with material provisions of the contract or accompanying documents, including but not limited to payroll certifications, lien releases, warranties, material certifications, and test data; (v) failure of a contractor to make timely payment for claims, including but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (vi) damage to the CITY; or (vii) the existence of reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum. If the CITY does not provide a such a written statement to the CONTRACTOR within 14 days of receipt of a payment request, the payment request will be considered approved. CITY shall make payment within fourteen 14 days after CONTRACTOR'S payment request is approved.
5. **CONTRACT REPRESENTATIVES.** CONTRACTOR names Aaron McCardle (406-600-1375) as contact person who shall act as the liaison between the CITY and the CONTRACTOR and respond to requests from the CITY in writing promptly to prevent unreasonable delay in the progress of the Scope of Work and Payment Schedule. CITY names Adam Miller or Crystal Turner (Three Forks Rodeo Arena Board 307-761-0540 and 406-272-3716 respectively) as contact person who shall act as a liaison between the CITY and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the Scope of Work and Payment Schedule.

6. **INFORMATION RELEASE.** CONTRACTOR will not release information to a third party without prior written approval from CITY. "Third parties" as used in this section shall not include CONTRACTOR'S agents including subcontractors or sub-consultants. Both parties agree to use reasonable care to not use information developed during this project for the benefit of others except as may be authorized in writing. All documents, records, maps, drawings, or other papers produced or acquired by CONTRACTOR during this project shall remain the property of CITY.

7. **DEFAULT, REMEDIES and TERMINATION.** The parties agree each term and condition contained herein is material and of the essence. This agreement may be terminated by either party immediately should either party fail to perform in accordance with any term or condition of this agreement after it fails to cure within ten (10) calendar days written notice. CITY may also terminate without cause upon written notice. Should this Agreement terminate for any reason, payment to the CONTRACTOR shall be made on the basis of materials provided and services performed to the date of termination.

8. **CONTRACTOR ADDITIONAL OBLIGATIONS.** The CONTRACTOR'S additional obligations include the following:

- (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Scope of Work;
- (b) prepare and present such information as may be pertinent and necessary for the CITY to pass critical judgment on the quality of the work;
- (c) perform work and services in accordance with generally accepted commercial or accepted industry standards regarding similar type work or services;
- (d) perform all professional services in connection with the Scope of Work at a standard of similarly situated professionals in the United States, meeting all building code requirements and to the full satisfaction of the CITY;
- (e) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers;
- (f) immediately inform the CITY of the presence of any hazardous condition or waste or other toxic substance identified under the Scope of Work of this agreement;
- (g) allow the CITY upon reasonable notice and at reasonable times the right of review, inspect and examine the CONTRACTOR'S place of work and records pertaining to this agreement; and
- ~~(h) all work and materials shall carry no less than a one year warranty.~~

9. **LAWS AND REGULATIONS.** In performance of its obligations herein, CONTRACTOR, its agents and subcontractors shall comply with all applicable federal, state and local laws, rules and regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from CITY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

- (a) Montana Labor Preference Section 18-2-403(1), Montana Code Annotated (MCA); Equal Opportunity. Section 49-3-207, MCA;
- ~~(b) Prevailing Wage Rates. Pursuant to Section 18-2-403, MCA, CONTRACTOR must pay the standard prevailing wage rates, fringe benefits, pension contributions and travel allowances in effect and applicable to CITY, Montana. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for job classifications necessary to complete the Scope of Work are incorporated by reference into this agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for not less than 3 years after completion of the work and post a statement of wages and fringe benefits. If any contract exceeds 30 months the prevailing wage must be increased 3% after the~~

~~first 12 months and every 12 months thereafter. Questions regarding the requirements of this section should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau.~~

~~(e) Registration and Withholding (1% tax withholding). CONTRACTOR shall register with the Montana Department of Labor and Industry as required in accordance with Title 39, Chapter 9, MCA and comply with Title 15, Chapter 50, MCA. CONTRACTOR shall withhold and forward gross contract receipts to the State of Montana.~~

10. **SAFETY.** CONTRACTOR, on behalf of itself and CITY, assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, and consultants in connection with the performance of this agreement. CONTRACTOR shall ensure that its employees, consultants, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15, MCA. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational health and safety under Title 50, Chapter 71, MCA. CONTRACTOR shall post all notices necessary to ensure public safety for applications of chemicals.

11. **LIEN.** Provided that CITY has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold CITY free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced. As evidence of payment of service providers, material men, consultants and subcontractors, CONTRACTOR may be required to file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information to identify all CONTRACTORS of services, materialmen, consultants and subcontractors.

12. **WAIVER AND INDEMNIFICATION.** CONTRACTOR waives any and all claims and recourse against CITY or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this agreement except claims arising from the intentional acts or negligence of the CITY or its officers, agents or employees.

- (a) CONTRACTOR will indemnify, hold harmless, and defend the CITY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney's fees (including fees of the CITY Attorney) arising out of CONTRACTOR'S acts, errors, omissions, or negligence or from CONTRACTOR'S failure to comply with the requirements of this agreement or with any applicable law relevant to the performance of this agreement. In the event of an action filed against CITY resulting from CONTRACTOR'S performance under this agreement, CITY may elect to represent itself and incur all costs and expenses of suit.
- (b) CONTRACTOR assumes all liability for person contact with chemicals applied CITY property.
- (c) These obligations shall survive termination of this agreement.

13. **INSURANCE.** CONTRACTOR shall carry Commercial General Liability insurance in the amount no less than \$1,500,000.00 for each occurrence and Automobile Liability in the amount of \$1,500,000.00 combined single limit. ~~If CONTRACTOR is an architect or engineer or performing other professional services it shall carry Professional Liability or Errors and Omissions coverage in the amount of \$1,500,000.00.~~ CONTRACTOR shall disclose insurance provisions of its policies related to toxic substances or waste. CITY may require an additional policy covering toxic substances or waste. All insurance policies shall be primary and noncontributory, shall name CITY as additional insured, ~~and shall be maintained for a period of time equal to the warranty period in the prime contract, or for a period of one (1) year after completion of work, whichever is longer.~~ CONTRACTOR shall require all consultants and subcontractors to meet the same insurance coverage. Certificates of Insurance evidencing CITY as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15) days notice of cancellation to CITY. CONTRACTOR shall put CITY on immediate notice of any changes or cancellation in coverage.

**14. INDEPENDENT CONTRACTOR.** CONTRACTOR, its consultants and subcontractors, shall at all times be considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. Notwithstanding its obligation to fulfill the Scope of Work, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or direction over their performance under this agreement and in fact. CITY will not be responsible for withholding any state or federal taxes or social security, nor will the CITY extend any of the benefits to the CONTRACTOR that it extends to its employees. The CONTRACTOR is required to maintain necessary records and withholding.

**15. WORKERS COMPENSATION.** As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to CITY with the signed return of this Agreement.

**16. PAYMENT AND PERFORMANCE BONDS.** CONTRACTOR is required to post the following bonds in an amount no less than the sum of the contract price (check applicable boxes)

Performance Bond                       Payment Bond                       No Bond

Bond documents must be delivered to the CITY with the signed return of this Agreement.

**17. ATTORNEY'S FEES.** If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including paralegal costs, to be set by the appropriate court, including fees of the City Attorney.

**18. VENUE.** An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

**19. NOTICE.** All notices and certifications made pursuant to this agreement shall be delivered to the addresses in Paragraph 1 above by certified mail or personal delivery in care of the party's representative named above. A party shall give the other prompt notice of any change in address.

**20. INTERPRETATION.** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

**21. ENTIRE AGREEMENT.** This document represents the entire and integrated agreement between the CITY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**22. NON-WAIVER.** Delay, waiver or failure to enforce or assert any claim, defense or provision of this agreement shall not operate as a waiver of any of the CITY's rights and remedies at law or equity that are expressly reserved without limitation.

**23. NON-ASSIGNMENT.** It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the CITY. Such consent shall not be unreasonably withheld.

**24. SUCCESSORS.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, and assigns.

**25. EXECUTION OF AGREEMENT.** The CITY Clerk will keep the original agreement. An exact unaltered copy of the original agreement has the same force and effect as the original.

IN WITNESS WHEREOF the parties have signed this Agreement for Services.

CONTRACTOR


CITY

*Aaron McCardle*  
 Name: Aaron McCardle  
 Title: *Managing Director*

Name: Randy Johnston  
 Title: Mayor



Exhibit "A"



## Three Forks Rodeo 2024

1709 Dillon Street Belgrade, MT 59714 Phone: (406) 600-1375 Web: <a href="https://www.invictusmt.com/">https://www.invictusmt.com/</a>	QUOTE DATE: March 7, 2024 QUOTATION REV#: 100-2 QUOTATION VALID UNTIL: March 21, 2024 PREPARED BY: Abagale McCardle
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Billing: Make Checks out to Invictus Security Group	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">SERVICE DATE(S)</td> <td style="width: 30%;">Start:</td> <td style="width: 40%;">End:</td> </tr> <tr> <td></td> <td style="text-align: center;">7/19/2024</td> <td style="text-align: center;">7/20/2024</td> </tr> <tr> <td></td> <td style="text-align: center;">17:20</td> <td style="text-align: center;">21:20</td> </tr> </table>	SERVICE DATE(S)	Start:	End:		7/19/2024	7/20/2024		17:20	21:20
SERVICE DATE(S)	Start:	End:								
	7/19/2024	7/20/2024								
	17:20	21:20								

Description	Rate	Officers	Shift Duration (Hrs)	Total Hours	Amount
Shift Rate (Friday 7/19/24)	\$46.00	8	4	32	\$ 1,472.00
Shift Rate (Saturday 7/20/24)	\$46.00	8	4	32	\$ 1,472.00
Drive Time Both Days (1 Hour/Officer x 2 Days)	\$25.00	16	1	16	\$ 400.00
<b>TOTAL</b>					<b>\$ 3,344.00</b>

*Total due upon receipt*

If you have any questions concerning this quotation please reach out to Aaron at (406) 600-1375 or [amccardle@invictusmt.com](mailto:amccardle@invictusmt.com)

THANK YOU FOR YOUR BUSINESS!

Notes:  
 8 officers each day. 7/19: 5:20pm-9:20pm  
 7/20: 5:20pm-9:20pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Stockman Insurance, Inc. 720 Main St Miles City, MT 59301
CONTACT NAME:
PHONE (A/C, No, Ext): (866) 441-8485 FAX (A/C, No): (406) 234-8496
E-MAIL ADDRESS: Marcy.Parks@StockmanINS.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Prime Insurance Company
INSURED: Invictus Security Group LLC 1709 Dillon Ave Belgrade, MT 59714
INSURER B: Montana State Fund 15819

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

Empty space for description of operations.

CERTIFICATE HOLDER CANCELLATION

City of Three Forks PO Box 187 Three Forks, MT 59752
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: Matt Schell

**Tabulation form for purchases not required to utilize the public bidding process per MCA.**

This form is to be filled out and returned, with all supporting documentation of quotes/bids and the selected vendor's invoice, to City Hall for payment.

\*Award of goods/services shall be awarded to the lowest responsible vendor. (Best value of City funds as opposed to lowest bidder awards may be made with written justification. Use page 2.)  
Local vendors may be given preference.\*

**Purchases between \$2,500 and \$5,000:**

Minimum of 2, preferably 3 telephone quotes that have been recorded with dates, vendor name, contact name and telephone number.

<b>Date</b>	3/7/2024	3/14/2024	3/15/2024
<b>Vendor Name</b>	Invictus Sec. Group	Rocky Mountain Security	MSG Risk Mgmt. & Intelligence
<b>Contact</b>		(Rec. by) Stewart	Edwin Ligornia
<b>Telephone #</b>	(406) 600-1375	(406) 539-5448	866-7MAYHEM
<b>Mailing Address</b>	1709 Dillon St. Belgrade, MT 59714	(no availability)	CA--but local options
<b>Description of Work</b>	8 Security officers present/patroling @ 7/19 & 7/20 rodeo. Mileage included in quote.		
<b>Quoted Price</b>	\$3,344.00	All staff in big sky blk	N/A availability our wknd.

**Purchases between \$5,001 and \$10,000:**

Minimum of 3 written or faxed quotes, that contain the date, vendor name, contact name, telephone number, address, a description of the goods or services to be provided and cost for the same. Exceptions if purchases using grant funds from Federal or State sources contain provisions that supersede City policies. Indicate whether the item is being purchased with grant funds and is subject to different purchasing requirements. (Use additional sheet if more quotes are gathered.)

<b>Date</b>	(46/hr.)	(53/hr.)	
<b>Vendor Name</b>			
<b>Contact</b>			
<b>Telephone #</b>			
<b>Mailing Address</b>			
<b>Description of Work</b>			
<b>Quoted Price</b>			

(Over for services/goods exceeding \$10,000)