

Contract No. LSD25-0016LS

This Contract is between

State of Montana: President of the Senate and Chairperson of the Senate Select Committee on Judicial Oversight (State)

And

Agile Analytics (Contractor)

The parties agree as follows:

1. GENERAL PURPOSE OF THE CONTRACT

The general purpose of this Contract is to provide a thorough bill implementation analysis of the Relevant Bills following the conclusion of the 2025 legislative session.

2. SERVICES AND/OR SUPPLIES

Contractor shall provide State a thorough post-analysis of the Relevant Bills following the conclusion of the 2025 legislative session, as more particularly described in Exhibit B, attached to this Contract and incorporated herein.

3. CONTRACT TERM

3.1 Initial Term

The effective date is December 31, 2024, and the termination date is December 1, 2026, unless terminated earlier or extended in accordance with this Contract.

3.2 Contract Renewal

State may renew this Contract for one-year intervals or any interval that is advantageous to State. This Contract, including any renewals, may not exceed the total duration specified in Section 3.3- Total Duration of the Contract.

3.3 Total Contract Duration

This Contract, including any renewals, may not exceed a total of
 7 years 10 years.

4. PROCUREMENT

The procurement mechanism is:

Sole Source

5. CONTRACT VALUE FOR INITIAL TERM

The contract value for the initial terms is for estimation purposes only. The Payment Schedule is further identified in Exhibit A, section 2.1.

The Contract value for the initial term is:

Description	Unit	Cost
Monthly Invoicing	24	\$7,087.50
Total		\$170,100.00

State designates the Montana Legislative Services Division's contract manager as the state entity to receive billing statements and receive direction from State regarding payment.

Contractor shall contact the Legislative Services Division contact person within 10-business days after the effective date to obtain required forms that facilitate LSD's electronic funds transfer payments of fees. Contractor shall submit all invoices, and financial documentation (W-9, EFT Authorization) electronically to the LSD through electronic mail addressed to legfinservices@legmt.gov.

After receiving an invoice from Contractor, the LSD contact person will forward the invoice to the State for his wet signature indicating the State's approval. LSD will pay Contractor as directed by the State using the funding identified in Exhibit A of this Contract.

Contractor shall invoice State prior to the 10th business day of each month. Invoices must be itemized and include at a minimum:

- A description of work performed
- Dates of service
- Reference to the Contract number
- Amount charged

If the invoice does not include all the above, State is not obligated to pay the invoice. State has thirty (30) days to pay accurate invoices, as allowed by section 17-8-242, MCA.

5.1 Cost Adjustments

By Mutual Agreement: After the Contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increase value.

6. CONTRACT MANAGERS AND NOTICES

6.1 Contract Managers

State's Contract Manager identified below is State' single point of contact and shall perform all contract management under 2-17-512. MCA, on State's behalf. The listed Contract Managers serve as the primary contacts between the parties regarding compliance with or other issues arising under this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the appropriate Contract Manager.

State's Contract Manager

Senator Jason Ellsworth
Montana Senate
PO Box 201706
1301 East Sixth Avenue
Helena, MT 59620-1706
(406) 360-0009

legfinservices@legmt.gov

Contractor's Contract Manager

Bryce Eggleston
Agile Analytics
PO Box 38
Stevensville, MT59870
(t) (406) 219-7605
(e) support@agilexo.com

A party may change its Contract Manager's information listed in this section by providing notice to the other party's Contract Manager.

6.2 Notice

Any notices or communications required or permitted to be given by this Contract must be provided in writing to the recipient in the manager required by this Contract in one of the following ways: personal delivery; prepaid, certified mail; overnight courier; or electronic mail.

6.3 Receipt of Notice

Notice is deemed given on the day it is personally delivered or delivered by overnight courier or on the day of the recipient confirmed receipt if delivered by certified mail. If notice is provided by email, notice is deemed given on the date the email was sent. If the sender receives a message that delivery was unsuccessful, the sender must use another means of notice allowed by Section 6.2 Notice.

7. MEETINGS

7.1 Technical or Contractual Problems

Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

7.2 Failure to Notify

If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as purported justification for an increase in the price for the agreed upon scope.

7.3 State's Failure or Delay

For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

8. SCOPE, ENTIRE AGREEMENT, AND AMEUREMENT

8.1 Contract

The following are incorporated by reference into this Contract.

1. This Contract
2. Exhibit A: State Terms and Conditions
3. Exhibit B: Statement of Work

8.2 Order of Precedence

The documents referenced in Section 8.1-Contract will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Only those Contractor terms and conditions are expressly accepted by the State and included in this Contract or listed in Exhibit or Attachment Section 8.1 will apply to this contract.

8.3 Entire Agreement


These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in written agreement signed by the parties.

This contract supersedes any potential contracts entered into at a previous date for the services provided in this contract. Any other contracts for services that are provided for in this contract are null and void.

9. SIGNATURES

The parties, through their authorized agents, signed this Contract on the dates set out below. The undersigned are authorized to bind their respective parties.

STATE OF MONTANA
Senate
1301 E. 6th Avenue
Helena, MT 59601

Signed by: 
By: _____
Jason Ellsworth
President of the Senate
Chairperson of SSCOJOR

Date: 12/31/2024

Legal Approval

DocuSigned by: 
By: _____
2A096CEE8D1F4C9...

Approved as to Form for the State

Signed by: 
By: _____
Procurement Officer
State Procurement Services Division

AGILE ANALYTICS
PO Box 38
Stevensville, MT 59870
FEDERAL ID # 99-3894308

Signed by: 
By: _____
14B2D8EFE28446A...

Date: 12/31/2024

12/31/2024

Date

12/31/2024

Date

**Exhibit A
State's Terms and Conditions**

The following terms and conditions govern this Contract.

1. STANDARD OF CARE

Contract shall perform (or cause to be performed) its duties in this Contract in a competent manner.

2. CONSIDERATION/PAYMENT

2.1 Payment Schedule

Pay Schedule: Contractor shall submit a monthly invoice prior to the 10th business day of each month in the amount of \$7,087.50, through December, 2026

2.2 Withholding Payments

If Contractor fails to comply with its duties in the Contract, State may, with a 30-day written notice, withhold all or a portion of payment related to Contractor's noncompliance without penalty of work stoppage by Contractor, until Contractor cures its noncompliance and performs to the State's satisfaction.

2.3 Payment Terms

Invoices are due the tenth business day of each month. Contractor shall provide banking information within 10 business days after the Effective Date to facilitate State's electronic funds transfer payment of fees.

2.4 Reference to Contract

The contract number must appear on all invoices, packing lists, packages and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

3. TAXES

4.

Contractor shall pay all property and sales taxes, if any.

5. WARRANTIES

5.1 Warranty of Services

Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. States acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law or in equity, State may require Contractor to correct promptly, at Contractor's expense, and services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

6. RECORD ACCESS AND RETENTION

6.1 Access to Records

Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to audit for Contract compliance. State may terminate this Contract, without incurring liability, for Contractor's refusal to allow access. (18-1-118, MCA.)

6.2 Retention Period

Contractor shall retain all records related to this Contract for 8 years following the termination or expiration of this Contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

7.1 Consent Required to Assign, Transfer or Subcontract

Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent. (18-4-141, MCA.) Any assignment, transfer, or subcontracting of Contractor's rights or duties does not relieve Contractor from compliance with its duties in this Contract.

7.2 Contractor Responsible for Subcontractors

Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

8. COMPLIANCE WITH LAWS

8.1 Contractor Lawful

In performing its duties in this Contract, Contractor shall comply with all applicable federal, state, or local laws, rules, regulations, ordinances, and executive orders.

8.2 Contractor is Employer

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).

8.3 Nondiscriminatory Practices

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that:

- a. the hiring of persons to fulfill Contractors duties in this Contract will be made based on merit and qualifications;
- b. there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or child birth, political or religious affiliation or ideas, culture, creed, social origin or conditions, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract; and
- c. any subcontracting is subject to this section.

8.4 Contractor Registration (for construction)

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

8.5 Disability Accommodations

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

8.6 Registration with Secretary of State

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country but which are conducting activity in Montana must determine whether they are transacting business in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Secretary of State at (406) 444-3665, or visit their website.

8.7 Nondiscrimination Against Firearms Entities/Trade Associations

Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of this contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.

9. INTELLECTUAL PROPERTY/OWNERSHIP

9.1 Mutual Use

Contractor shall make available to State on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract;

and (iii) manuals, training materials and documentation. All information described in (i), (ii) and (iii) is collectively called the "Work Product".

9.2 Title and Ownership Rights

State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants the Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

9.3 Ownership of Work Product

Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

9.4 Copy of Work Product

Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use of the date of State's request, or such expiration or termination.

9.5 Ownership of Contractor Pre-Existing Materials

Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

10. CHOICE OF LAW, VENUE, AND SOVEREIGNTY

This Contract will be governed and interpreted according to Montana law. The parties agree that any litigation concerning this Contract will be brought only in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise stated in this Contract. Nothing in this Contract will be construed as a waiver by State of its sovereignty of governmental immunity.

11. DEFENSE, INDEMNIFICATION/ HOLD HARMLESS

11.1 Indemnities by Contractor

Contractor, at its sole cost and expense, shall defend, indemnify and hold harmless State, the contracting agency, and their officers, officials, directors, agents, employees, volunteers, successors, assignees, or designees from any and all liability, actions, claims, demands, causes of actions, judgments, suits, settlements, penalties, and fines (Claims), and all related costs, court costs, attorney fees, expert fees, and other expenses, arising out of, resulting from, or related to:

- a. Any acts or omissions of Contractor, or its employees, subcontractors, assignees, or third-party provider in or in connection with the execution or performance of the Contract and any statement of work or purchase order issued under the Contract, except when the sole negligence is that of State;
- b. Any and all third-party Claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract; and
- c. Tax liability, unemployment insurance, workers' compensation, or expectations of benefits owed by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract.

11.2 Coordination of Defense

State shall give the Contractor prompt notice of any Claim, and at Contractor's expense, State shall cooperate in the defense of the Claim. Contractor acknowledges that under Montana law, the Montana Attorney General may participate in in an action involving State.

11.3 State Reimbursement

If Contractor fails to comply with its defense obligations under this section, State may undertake its own defense. If State undertakes its own defense, Contractor shall reimburse State for all costs to State resulting from: (A) settlements, judgements, losses, damages, liabilities, and penalties, fines; and (B) defense of any Claim, including but not limited to attorney fees, court costs, and the costs of investigation, discovery, and experts.

12. REQUIRED INSURANCE

12.1 General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors, This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in

this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

12.2 Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

12.3 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.4 Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

12.5 Specific Requirements for Professional Liability

Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$ 2,000,000 per occurrence and \$ 2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside of the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

12.6 Compliance With Workers' Compensation Act

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405 and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, and independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract

term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135.

13. CONTRACT TERMINATION

13.1 Termination for Cause with Notice to Cure Requirement

Either party may terminate this Contract for the other's failure to perform any of its duties under this Contract after giving written notice of the failure to the other. This written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demand performance is not completed within a specified period, the termination is effective at the end of the specified period.

13.2 Termination for Convenience

State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of terminations. State will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special or consequential damages such as lost of profits or revenues.

13.3 Reduction of Funding

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313 (4), MCA.) If State of Federal government funds are not appropriated or otherwise made available through State's budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date of State's termination will take effect. State is liable to Contractor only for the payment, or prorated portion of that payment, owned to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.

Pursuant to a letter dated April 29, 2024, from Budget Director Osmundson, the additional funding that is being utilized to fund this Contract is limited to paying "costs related to the legislative committees and training". The Senate Select Committee on Judicial Oversight and Reform is a legislative committee that was formed under the authority of the President of the Senate.

13.4 Terrorism, Suspension, or Debarment, or Otherwise Ineligible

State has the absolute right to terminate the Contract, with 3 days written notice, and without recourse in the following circumstances:

- a. Contractor is listed on the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who

- Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control;
- b. Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration;
 - c. Contractor violates a state or federal law or local ordinance applicable to Contractor's duties in this Contract;
 - d. Contractor is the subject of voluntary or involuntary bankruptcy or receivership proceedings; or
 - e. Contractor is found to be ineligible to hold the Contract under the laws of State.

14. TRANSITION ASSISTANCE

14.1 Transfer of Duties

Upon Contract termination or nonrenewal at the end of the term, Contractor shall work cooperatively with its successor, State or third party to facilitate an orderly transfer of Contractor's duties and obligations.

14.2 Transfer Period

Contractor shall assist State with the transfer of its duties for a reasonable, mutually agreed transition period following termination or expiration of this Contract.

14.3 Payment

State shall pay the fees specified in Section 2 for transition assistance. Such fees are State's sole obligation to Contractor for transition assistance.

14.4 Records

Upon request and at no cost to State, Contractor shall deliver to State copies of procedures, processes, data files, and other work product developed by the Contractor to support delivery of services under this Contract. Documentation must be provided in the format requested by State (hard copy or electronic).

14.5 Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching the Contracts Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

14.6 Event of Breach by State

State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

14.7 Action in Event of Breach

Upon Contractor's material breach, State may:

- Terminate this Contract under Section 12.1 Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breach and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 12.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

14.8 Offset of Costs

If State terminates this Contract for breach, State may offset the cost of Contractor's transition assistance with any amounts paid by State to mitigate damages resulting from Contractor's breach.

15. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this Contract due to a Force Majeure Event. "Force Majeure Event" includes events or circumstances that prevent or delay a party's performance and that are beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. A Force Majeure Event does not include labor unrest, price increases, or changes in general economic conditions. If a Force Majeure Event continues for 30 days, the other party may terminate this Contract or suspend payment while the event continues.

16. WAIVER

State's failure to complain of any act or omission on the part of Contractor, no matter how long the same may continue, may not be deemed to be a waiver by State of any of its rights hereunder.

No waiver by State of satisfaction of condition or nonperformance of an obligation under this Contract will be effective unless it is in writing and signed by State's authorized representative.

17. CONTRACT MANAGEMENT

At no additional cost to State, Contractor shall meet with State representatives to resolve technical or Contract problems occurring during the Contract term to discuss the progress made by Contractor and State in compliance with their respective obligations. State may request the meetings as problems arise, and State will coordinate the meetings. State shall provide Contractor prior notice of meeting date, time, and location.

18. SEVERABILITY

A declaration by a court or any other binding legal source that any provision of the Contract is illegal, and void will not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

19. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to State Procurement Services Division prior to the award of this Contract, the prices, terms and conditions of this Contract will be offered to these public procurement units. However, State Procurement Services Division does not guarantee any public procurement unit participation in this Contract.

20. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, the Administrative Rules of Montana, Title 2, chapter 5, and the authority of the President of the Senate as the approving authority of the Senate provided for in Article V, section 1, of the Montana Constitution, as well as sections 5-2-503 and 5-2-504, MCA.

Exhibit B

Contract No. LSD25-0016LS

Scope of Work

DESCRIPTION

The Senate Select Committee on Judicial Reform (the "Committee") has drafted 27 bills (the "Bills") intended to address critical areas of judicial reform, as listed in Addendum A, 27 of which are relevant to this agreement (the "Relevant Bills");

WHEREAS, to ensure the Committee's intended outcomes are realized, it is essential to conduct a thorough post-analysis of the Relevant Bills following the conclusion of the 2025 legislative session;

Contractor shall provide a post-analysis including the following tasks:

- Evaluate the legislative history of each Bill, including amendments made in committee and on the floor, and analyze the significance of these changes on the intended outcomes;
- Track the implementation of enacted Bills and assess any challenges or obstacles encountered;
- Determine the overall effectiveness and impact of the Bills in achieving the Committee's intended judicial reform objectives, including any unintended consequences;
- Compile a comprehensive report summarizing the findings of the post-analysis, including recommendations for any necessary legislative adjustments or further action;

SCOPE OF SERVICES

Contractor shall perform the following services:

1. **Legislative History Analysis.** Evaluate the legislative history of each Bill, including committee hearings, floor debates, amendments made in committee and on the floor, and any relevant legislative documents. Analyze the significance of these changes on the intended outcomes of each Bill.
2. **Implementation Tracking.** Monitor the implementation of enacted Bills and assess any challenges or obstacles encountered. Gather data and information on the effectiveness of implemented provisions.

3. **Impact Assessment.** Determine the overall effectiveness and impact of the Bills in achieving the Committee's intended judicial reform objectives. Identify any unintended consequences of the enacted legislation.
4. **Data Management:** Maintain accurate and organized records of all data collected and analyzed.
5. **Reporting.** Provide weekly written reports as requested to the Committee Chair summarizing the progress of the post-analysis activities. These reports shall include:
 - A summary of the research and analysis conducted during the reporting period.
 - Preliminary findings and observations related to the legislative history, implementation, and impact of the Bills.
 - Any potential issues or concerns identified during the analysis.

DELIVERABLES

Company shall provide the following deliverables:

1. **Weekly Reports.** Weekly written status reports delivered via email to the Committee Chair.
2. **Final Report.** A comprehensive final written report delivered via email to the Committee Chair summarizing the post-analysis findings, including:
 - A detailed analysis of the legislative history of each Bill.
 - An assessment of the implementation status and challenges of enacted Bills.
 - An evaluation of the overall effectiveness and impact of the Bills in achieving the Committee's intended judicial reform objectives.
 - Recommendations for any necessary legislative adjustments or further action, including potential policy changes or amendments to existing legislation.
3. All deliverables are to be emailed to the Committee chair each Friday beginning the day after sine die of the 2025 session through December 31, 2026, unless other arrangements are made and accepted by both parties in writing.
 - jason.ellsworth@legmt.gov

Addendum A

LC NUMBER	SHORT TITLE	SPONSOR	RELEVANT BILLS
LC 522	Allocating judicial standards commission to the department of justice	Rep. Fiona Nave	X
LC 527	Create a judicial performance evaluation commission and system	Sen. Tom McGillvray	X
LC 611	Generally revise laws relating to Judicial Standards Commission complaints	Sen. Carl Glimm	X
LC 612	Generally revise laws relating to attorney fees and prevailing parties for veto overrides	Sen. Greg Hertz	X
LC 613	Generally revise attorney fee awards	Sen. Greg Hertz	X
LC 614	Revise supreme court public records laws by opening deliberations and files to the public	Sen. Greg Hertz	X
LC 615	Enhance committee review of statewide ballot issues	Sen. Wendy McKamey	X
LC 616	Prohibit retired judges from hearing constitutional cases	Sen. Jason Ellsworth	X
LC 617	Requiring the Supreme Court to presume constitutionality of and deference to legislative acts	Rep. Lee Deming	X
LC 618	Allowing legislative and executive leadership to vacate a writ of mandamus	Sen. Barry Usher	X
LC 619	Audit State Bar of Montana	Rep. Lee Deming	X
LC 620	Audit Office of Disciplinary Council	Sen. Barry Usher	X
LC 621	IOLTA Bill Interest back to client	Sen. Barry Usher	X

LC 1433	Remove Supreme Court original jurisdiction for ballot review	Sen. Daniel Emrich	X
LC 1434	Allowing legislative committees to find contempt for violation of legislative subpoena	Sen. Mark Noland	X
LC 1435	Requiring substitution of district court judges by random selection	Emrich or Fitzpatrick	X
LC 1436	Exempt lawyers serving in certain public offices from professional disciplinary measure and proceedings while in office	Sen. Barry Usher	X
LC 1437	Disallowing judge to serve as chair of judicial standards commission	Rep. Fiona Nave	X
LC 1438	Repeal law disallowing parties from contributing to judicial candidates	Rep. Millett	X
LC 1439	Revising grounds for impeachment	Sen. Tom McGillvray	X
LC 1440	Create Montana Court of Chancery	Sen. Tom McGillvray	X
LC 1506	Provide for partisan election of judges and justices	Sen. Daniel Emrich	X
LC 1783	Generally revise definitions relating to the judiciary	Rep. Fiona Nave	X
LC 1784	Generally revising administrative procedure laws relating to agency deference	Rep. Lee Deming	X
LC 2196	Generally revise injunctive powers of the judiciary	Sen. Daniel Emrich	X
LC 2197	Generally revise laws regarding the separation of powers doctrine	Sen. Daniel Emrich	X
LC 2223	Revise laws related to judiciary and the rule of necessity	Sen. Tom McGillvray	X