OFFICIAL AGENDA
TUESDAY November 4, 2025
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COMMISSIONERS

Resolution 25-126 to Change the Thursday, November 27, 2025, Discussion to Wednesday, November 26, 2025, at 9:00 a.m.

CLAIMS

CONSENT AGENDA

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1. AUDITOR

Letter to the Commissioners Reqarding the Election Administrator's Moving Allowance

2. COMMISSIONERS

a. Board Openings - Updated List

b. Board Reappointment - Pam Ask to Lockwood Pedestrian Safety District Advisory Board

c. Board Appointment - Ashley Holeman to Historic Preservation Board

3. COUNTY ATTORNEY

a. MOU and Agreement to Sub-Contract between Yellowstone County Sheriff Department and Beautiful Directions

b. Alternatives Contract for Jail Alternatives

c. Alternatives Contract for Misdemeanor Probation and Pre-Trial Services

4. INFORMATION TECHNOLOGY

Consent Approval to Adopt the Proposed Yellowstone County Incident Response Plan and Yellowstone County Incident Response Playbook

5. FINANCE

- **a.** Finance Contract - Midwest Moving Company - Ostlund Building Moving Services
- **b.** CDBG West Billings Neighborhood Plan Update Project- Extension #2
- **c.** Bond for Lost Warrant
- **d.** Notice of Award - Metra Upper Lot Crack Sealing
- **e.** Elections Contract - Seachange Election Services - Ballot Printing
- **f.** MetraPark Contract - Metra Upper Lot Crack Sealing

6. PLANNING DEPARTMENT

Final Resolution 25-127 for Zone Change 731–2142 Bitterroot Drive — from Rural Residential 3 (RR) to RuralResidential 1 (RR1)

7. SHERIFF

- **a.** Updated MOU between YCSO and U.S. Postal Inspection Service (USPIS).
- **b.** Vehicle Titles for Disposal

8. HUMAN RESOURCES

- **a.** Class Specification - Safety and Security Manager at MetraPark
- **b.** **PERSONNEL ACTION REPORTS - Sheriff's Office** - 2 Appointments; **Detention Office** - 1 Appointment, 2 Terminations; **Road and Bridge** - 1 Appointment

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FILE ITEMS

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1. COMMISSIONERS

Board Minutes - DUI Task Force October 2025

PUBLIC COMMENTS ON COUNTY BUSINESS

Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda.

B.O.C.C. Regular

Meeting Date: 11/04/2025

Title: Resolution to Change a Thursday Discussion

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 25-126 to Change the Thursday, November 27, 2025, Discussion to Wednesday, November 26, 2025, at 9:00 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Resolution to Change the Thursday Discussion

RESOLUTION NO. 25 - 126

Changing the Date of the Board of County Commissioners Thursday Discussion

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Thursdays at 9:00 A.M. for official discussion meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, the Board will not be able to convene for the meeting time set for Thursday, November 27, 2025 @ 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Wednesday, November 26th, 2025, at 9:00 A.M.,** in lieu of the Thursday November 27th, 2025, at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 4th day of November 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder, Yellowstone County, Montana

B.O.C.C. Regular
Meeting Date: 11/04/2025
Title: Letter Regarding Election Administrators Moving Allowance
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Letter to the Commissioners Reqarding the Election Administrator's Moving Allowance

BACKGROUND:
See attached.

RECOMMENDED ACTION:
Approve or deny.

Attachments

Letter Regarding Moving Allowance

Yellowstone County

Jeff Martin
County Auditor
P.O. Box 35014
Billings, MT 59107-5014

Phone: (406) 256-2720
E-mail: jmartin@yellowstonecountymt.gov

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

10/29/2025

Dear Commissioners,

This letter confirms Yellowstone County's offer of employment to Dayna Causby, Election Administrator, included a moving allowance of $12,000 to apply towards all moving, temporary housing, storage costs, etc. Ms. Causby accepted the offer and her first day of employment was October 1, 2025.

Sincerely,

Jeff Martin
Auditor

Approved
Board Of County Commissioners
Yellowstone County

Mark Morse, Chairman

_____

Michale J. Waters, Member

_____

Chris White, Member

_____

B.O.C.C. Regular **2. a.**

Meeting Date: 11/04/2025

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

November 4, 2025

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/26
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/26

- **NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.**

BROADVIEW CEMETERY	3 year	1 partial to 6/30/26
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27
LAUREL CITY/COUNTY PLANNING	2 year	1 full to 6/30/26
LAUREL FIRE DISTRICT #5	3 year	1 full to 5/1/28
LAUREL FIRE DISTRICT #7	3 year	1 full to 5/1/28

- **NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.**

CONSOLIDATED ZONING COMMISSION	2 year	1 full to 6/30/27

- **NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.**

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 partial to 12/31/26 2 partial to 12/31/27 2 full to 12/31/28
AREA II AGENCY ON AGING	1 year	1 full to 6/30/26
YELLOWSTONE COUNTY MUSEUM	3 year	1 full to 6/30/28

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, December 4, 2025

October 14, 2025

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE	3 year	2 full to 12/31/27

- **NOTE: Eligible applicants for the above board must live outside the incorporated limits of the City of Billings.**

LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28

- **NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.**

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, November 13, 2025

B.O.C.C. Regular **2. b.**

Meeting Date: 11/04/2025

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Pam Ask to Lockwood Pedestrian Safety District Advisory Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Pam Ask

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

November 4, 2025

Ms. Pamela Ask
5320 High Trail Rd.
Billings, MT 59101

RE: Re-appointment to Lockwood Pedestrian Safety District Advisory Board

Dear Ms. Ask,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to December 31, 2028.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Nick Pancheau, 2424 Sunrise Ave, Billings, MT 59101

B.O.C.C. Regular **2. c.**

Meeting Date: 11/04/2025

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - Ashley Holeman to Historic Preservation Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Ashley Holeman

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

November 4, 2025

Ms. Ashley Holeman
2812 2nd Ave N.
Billings, MT 59101

RE: Historic Preservation Board

Dear Ms. Holeman,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to December 31, 2027.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

_____
Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Dave Green, 316 N 26th Street, Billings, MT 59101

B.O.C.C. Regular **3. a.**

Meeting Date: 11/04/2025

Title: Beautiful Directions Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MOU and Agreement to Sub-Contract between Yellowstone County Sheriff Department and Beautiful Directions

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

MOU with Beautiful Directions

MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT BETWEEN YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND BEAUTIFUL DIRECTIONS

Whereas: Yellowstone County Sherriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a licensed clinical agency is needed to provide substance use and mental health diagnoses for clients of the project;

Whereas: Beautiful Directions Counseling is a licensed, insured, and professional agency that provides services necessary to implement this pilot project;

Whereas: Yellowstone County Sheriff's Department and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Department staff have duties or responsibilities that could be assumed to facilitate licensed clinicians skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Department is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Department (YCSD) whose address is 217 N 27th Street, Billings, MT 59101, and Beautiful Directions whose address is 100 North 27th Street, Suite 205, Billings, MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Beautiful Directions and that Beautiful Directions shall perform all work and services as sub-contractor under the agreement.

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which YCSO and Beautiful Directions will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. **Term of MOU.** This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2025 through June 30, 2026. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Beautiful Directions' failure to perform any of its duties under this contract after giving Beautiful Directions written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Beautiful Directions. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. **Payment** In consideration for the services to be performed by the Contractor, the County agrees to reimburse Beautiful Directions from pre-approved grant funds for up to the following amounts based on availability of funds:

HEART funds beginning July 1, 2025 – June 30, 2026:

- SUD/MH Assessments at $350/assessment up $120,000.00, depending on the availability of State Funds. Funds may be adjusted by the State at the discretion of DPHHS Project Director, and a 30-day notice will be given.
- A representative from Beautiful Directions must attend staffing meetings as designated by the project manager.
- A representative from Beautiful Directions must complete all data tracking in the method approved by the Project Director for client tracking purposes.

Beautiful Directions must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor, for review and approval prior payment by the 5th of each month. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Department of Health and Human Services.

4. Responsibilities of Yellowstone County Sheriff's Department.

Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Beautiful Directions as the pass through between the State of Montana and Beautiful Directions to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Beautiful Directions in order that Beautiful Directions can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Beautiful Directions is responsible for actual reporting of data of services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Beautiful Directions as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stonerockmt.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Beautiful Directions

Beautiful Directions agrees to participate in the implementation of the grant activities as listed below.

5.1 Beautiful Directions acknowledges that it is familiar with the agreement and that, furthermore, Beautiful Directions represents that it can perform and deliver the services required under the agreement.

5.2 Beautiful Directions agrees to provide information on outcome measures with the Yellowstone County Sheriff's Department for the purposes of coordinating, implementing, and reporting project activities. Beautiful Directions agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without the submission of reporting

data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Beautiful Directions acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Alternatives, Inc., Ivy Correctional Medicine, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Beautiful Directions agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Beautiful Directions and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Beautiful Directions must maintain, at its cost, primary standard general liability insurance coverage in the amount of $1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Beautiful Directions must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Beautiful Directions and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Beautiful Directions must provide occurrence coverage professional liability insurance with combined single limits of $1,500.00 per occurrence and $2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Beautiful Directions must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Beautiful Directions may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Beautiful Directions shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Beautiful Directions's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2026 end date of the agreement.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Beautiful Directions's, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Beautiful Directions, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Beautiful Directions 's employees or contract personnel are, or shall be deemed, the YCSO's employees.

In its capacity as an independent contractor, Beautiful Directions agrees and represents: Beautiful Directions has the right to perform services for others during the term of this Agreement except as otherwise provided below; Beautiful Directions has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Beautiful Directions shall select the routes taken, starting and ending times, days of work, and order the work is performed; Beautiful Directions has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Beautiful Directions, nor the Beautiful Directions's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the Beautiful Directions's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help Beautiful Directions; and neither the Beautiful Directions nor Beautiful Directions's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which Beautiful Directions performs its services. Beautiful Directions shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior

written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

_____

Chairman, Mark Morse Date

Beautiful Directions

Alison Watt MS, LCPC, LAC

Alison Watt, Owner and LCPC/LAC Date 10/28/2025

cph insurance

Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 06/11/2025

Named Insured:

Beautiful Directions Counseling
Alison Watt
3150 Falcon Circle,
Billings, MT 59106

Policy #: AR98845
Policy Term: 06/18/2025 - 06/18/2026

Covered Locations

Professional Liability: Portable Coverage, not location specific
Commercial General Liability: 3150 Falcon Circle , Billings, MT 59106

Coverage Type (Occurrence Form)	**Limits of Liability** (Per Claim/Total Per Year)
Professional Liability	$1,000,000/$3,000,000
Supplemental Liability	$1,000,000/$3,000,000
Licensing Board Defense	$35,000
Commercial General Liability	$1,000,000 / $3,000,000
Fire/Water Legal Liability	$250,000
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage *(for false allegations)*

Certificate Holder

Yellowstone County Sherriff's Department
217 North 27th Street
Billings, MT 59101

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

[X] *Certificate holder added as Additional Insured*

C. Philip Hudson

Authorized Representative

B.O.C.C. Regular **3. b.**

Meeting Date: 11/04/2025

Title: Alternatives Contract

Submitted By: Steve Williams

TOPIC:

Alternatives Contract for Jail Alternatives

BACKGROUND:

This contract is between the County and Alternatives to provide jail alternative services to clients referred by the courts or the county attorney's office.

RECOMMENDED ACTION:

Approve

Attachments

Alternatives Contract

YELLOWSTONE COUNTY

Purchase of Service Contract
Jail Alternatives

1. PARTIES

This CONTRACT, is entered into this 16th day of September, 2025, between **Yellowstone County,** hereinafter referred to as **"County",** and **Alternatives, Inc.,** located at 2120 3rd Avenue North, Billings, Montana, 59101, hereinafter referred to as **"Contractor";** whose nine (9) digit Federal ID number is 81-0382745. This contract is effective as of July 1, 2025.

2. RECITALS

WHEREAS, the Contractor is a non-profit corporation organized under Montana Law for the purpose of providing comprehensive community services to adult and youth defendants and offenders, hereinafter referred to as **"Clients,"**

WHEREAS, the Contractor has a Board of Directors empowered to employ persons to care for said clients within the County; and

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations.

In consideration of the mutual covenants and considerations herein stated and set forth, the parties agree as follows:

3. PURPOSE

The Contractor will provide jail alternative services to both residential and non-residential clients referred by Justice Courts, District Courts, the County Attorney's Office, and Youth Courts in Yellowstone County.

The purpose of the Contractor offering these services shall be to:

1) Provide a range of sentencing options as alternatives to incarceration within the Yellowstone County Jail.
2) Decrease the likelihood that an individual would be required to serve time in jail for reason of indigency.
3) Permit the client to assume responsibility for the consequences of his or her actions.
4) Promote public safety through client accountability.

4. SCOPE OF SERVICES

The Contractor offers and the County agrees to purchase the following services as needed, but the County retains the right to purchase similar services from other vendors at its discretion:

1) Community Service Placements
2) House Arrest
3) Detention Placements
4) Work Release
5) Partner or Family Member Assault / Anger Management Classes
6) Alcohol & Drug Treatment
7) Urinalysis Testing
8) Chemical Dependency Evaluations
9) Driver Offender Course
10) Tobacco Cessation Education
11) Secure Continuous Remote Alcohol Monitoring (SCRAM)
12) Remote Breath Alcohol Monitoring
13) Global Positioning System (GPS) Monitoring
14) Drug Patch Testing
15) Facial Recognition Mobile Check-Ins

Each of these services will be operated according to a written procedural manual produced by the Contractor. These procedures are attached to this agreement as **Attachment A**. The County may request changes in operating procedures or the addition of needed program services.

Except for services requiring residential bed space (Detention, Work Release), the Contractor places no limit on the number of clients that may be referred for services. Detention clients are limited to a maximum daily average population of four. Work Release placements will be accepted subject to bed availability. The Contractor agrees that once a Work Release client is accepted in placement that the client will be permitted to complete his or her entire sentence within the facility unless the client fails to comply with the rules and regulations of Alternatives, Inc. or if medical issues require release. The Contractor shall notify the referring Court of the circumstances warranting release prior to acting.

5. BOARD MEMBERSHIP / ADVISORY COMMITTEE

The Yellowstone County Board of County Commissioners shall appoint one individual to sit on the Board.

6. RECORDS / REPORTING

The Contractor shall maintain documentation of services delivered. Records will include the clients' progress in meeting program requirements, the number and type of services delivered.

Records, work papers, supporting documents, statistical records, and all other records documenting the services provided by the Contractor must be retained for a period of two (2) years from the completion date of this Agreement.

The Contractor agrees to provide the County with statistical documentation concerning service levels on an as requested basis. On an annual basis the Contractor will make a verbal presentation to the County on the operation of the Alternatives program.

7. COMPENSATION

The County will provide the Contractor the sum of $120,000 (one hundred twenty thousand dollars) per annum as compensation for the operation of the Jail Alternatives program during the term of this Agreement. The Contractor may charge clients supervision fees, and in the event that the client is unable to pay these fees, the County may, at its discretion, pay the fees on the client's behalf.

The Contractor shall submit an invoice to the County on the first day of July (2025 and 2026), October (2025 & 2026), January (2026 & 2027), and April (2026 & 2027) for one quarter (1/4) of the amount of yearly compensation. The County will have fifteen days to review and question charges and pay undisputed claims. Disputed claims will be redirected to the Yellowstone County Clerk and Recorder, and the Chief Executive Officer of Alternatives, Inc. for resolution within a 30-day period.

8. MEDICAL SERVICES

The cost of all medical and dental treatment shall be the responsibility of the client. In the event of an emergency, the Contractor may arrange for necessary medical services, but shall notify the County Sheriff's Office immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided, and the estimated costs thereof.

9. INDEPENDENT CONTRACTOR STATUS, INSURANCE, AND INDEMNIFICATION

A. The Contractor is an independent contractor providing services to the County. Neither the Contractor, nor any of its employees, are employees of the County under this agreement, nor will they be considered employees of the County under subsequent amendment to this agreement, unless otherwise expressed in writing.

B. The Contractor is required to supply the County with proof of Worker's Compensation Insurance or Independent Contractor's Exemption covering the Contractor while performing work for the County. Clients assigned to the Community Service Program are to be covered under this policy.

C. Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death, and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) for each claim and One Million Five Hundred Thousand Dollars ($1,500,000.00) in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work of service and for which Yellowstone County's sole basis of liability is vicarious liability for the acts or omissions of the Contractor and/or subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries

to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns, and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the effective period of the contract. In addition, Contractor will furnish to Yellowstone County a certificate of insurance and copy of the policy endorsement, indicating that Yellowstone County is named as an additional insured prior to implementing the contract.

D. The Contractor will provide a security bond in the amount of $100,000 and fidelity bonding of all staff with authority to handle monies.

E. County shall indemnify and hold harmless Contractor, its officers, directors, agents and employees from and against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by the County and its officers, agents and employees in the provision of services pursuant to this Agreement. Contractor shall indemnify and hold harmless County, its respective officers, agents and employees from and against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by Contractor and its officers, directors, agents and employees in the provision of services pursuant to this Agreement. This provision shall survive the termination of this Agreement for events related to the performance of this contract.

10. GRIEVANCES

The Contractor shall maintain a system through which clients may present grievances concerning the operation of the program. This procedure does not apply to applicants who have not been accepted for services.

11. NON-DISCRIMINATION

Pursuant to Sections 49-2-303 and 49-3-207, Montana Code Annotated and the Federal Civil Rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap.

12. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor agrees not to assign or transfer any work contemplated under this contract without prior written consent from the County. The Contractor further agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval.

13. MODIFICATION AND TERMINATION

A. This Purchase of Service Contract may be modified at any time by mutual written agreement between both the County and the Contractor.

B. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice. In the event of such termination, the parties shall cooperate in good faith to wind down their respective obligations. Any prepaid funds attributable to services or benefits not yet provided as of the effective date of termination shall be prorated and refunded to the paying party within thirty (30) days. Conversely, any funds owed for services or benefits rendered through the effective date of termination shall be calculated on a pro rata basis and paid within thirty (30) days.

14. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any mediation, arbitration, or litigation concerning this contract must be brought in the Thirteenth Judicial District, in and for the County of Yellowstone, State of Montana.

15. TERM OF AGREEMENT

This contract shall take effect and services will be provided starting on July 1, 2025, and shall terminate on June 30, 2027.

16. LIMITS OF CONTRACT

This instrument contains the entire contract between the parties, and no statements, or promises of inducements made by either party which are not contained in the written contract shall be valid or binding. The contract may not be enlarged, modified, or altered, except as provided by written agreement of the parties.

17. NOTICES

Notices shall be given as follows:

David O. Armstrong, CEO
c/o Alternatives, Inc.
2120 3rd Avenue North
Billings, MT 59101

Yellowstone County Commissioner
Mark Morse, Chairman
P.O. Box 35000
Billings, MT 59107

IN WITNESS THEREOF: The County and the Contractor have executed this contract on this _____ day of _____, 2025.

FOR: ALTERNATIVES, INC.

DAVID O. ARMSTRONG, CEO

FOR: BOARD OF COUNTY COMMISSIONERS YELLOWSTONE COUNTY

MARK MORSE, CHAIRMAN

MICHAEL J. WATERS

CHRIS WHITE

ATTEST:

JEFF MARTIN, CLERK & RECORDER

B.O.C.C. Regular **3. c.**

Meeting Date: 11/04/2025

Title: Misdemeanor Probation Contract

Submitted By: Steve Williams

TOPIC:

Alternatives Contract for Misdemeanor Probation and Pre-Trial Services

BACKGROUND:

This contract is between the County and Alternatives. Alternatives will provide supervision services to clients referred by the courts.

RECOMMENDED ACTION:

Approve.

Attachments

Misdemeanor probation contract

YELLOWSTONE COUNTY

Contract for Services

Misdemeanor Probation & Pre-Trial Services

1. PARTIES

This CONTRACT is entered into this 16th day of September, 2025, between **Yellowstone County** (hereinafter referred to as **"County"),** whose address and phone number are: P.O. Box 35000, Billings, Montana, 59107, telephone (406)256-2701; and **Alternatives, Inc.** (hereinafter referred to as **"Contractor")** whose address, phone number, and Federal Tax ID Number are: 2120 3rd Avenue North, Billings, Montana, 59101; telephone: (406) 256-3501; and, Federal Tax ID Number: 81-0382 745. This contract is effective as of July 1, 2025.

2. RECITALS

WHEREAS, the Contractor is a non-profit corporation organized under Montana Law for the purpose of providing community based correctional services to clients, including misdemeanant defendants and offenders in Yellowstone County (hereinafter referred to as **"Clients").**

WHEREAS, **Yellowstone County** (hereinafter referred to as **"County"**) is a political subdivision of the State of Montana.

WHEREAS, the Contractor has a Board of Directors empowered to employ persons to provide care and supervision for said clients.

WHEREAS, Alternatives, Inc. acknowledges that it is an independent contractor with control over its employees, including but not limited to, the right to hire and fire its employees.

WHEREAS, the County requires supervision services for misdemeanor defendants and offenders and pre-trial defendants; and,

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations.

The County and the Contractor, as Parties to this Contract, and in consideration of the Mutual Promises Contained Herein, Agree as Follows:

3. PURPOSE

The Contractor will provide supervision services to clients referred by the Yellowstone County Justice Court and the Thirteenth Judicial District Court. These services are to assist clients in meeting the conditions of sentences for misdemeanor offenses or conditions of pre-trial release, and/or any other function mutually agreed to by the Parties. Further, the Contractor agrees to monitor and report any instances of non-compliance with Court ordered conditions in the manner specified in this Contract.

It is understood that this Contract between the County and the Contractor does not bind the Yellowstone County Justice Court or the District Court to utilize the program or its services. Determination of the appropriateness of a client for referral is made at the sole discretion of the Justices of the Peace and of the District Court Judges, and as otherwise provided for by law.

4. PURCHASE OF SERVICES AND SPECIAL CONDITIONS

A. The Contractor offers and the County agrees to purchase the following services: Misdemeanor Probation services to monitor offenders for misdemeanor sentence compliance, restitution payments, and conditions of pre-trial release for pre-trial defendants.

B. Supervision services for clients are to be provided by two full-time employees titled Misdemeanor Probation Officer.

The duties of these officers shall include:

- Development of a written plan for the delivery of supervision services otherwise referred to as "Standard Operating Procedures for Misdemeanor Probation." These procedures are attached to this agreement as **Attachment A**.
- The provision of a document by which the Justice and District Courts may refer clients to the Misdemeanor Probation Program and specify the conditions of supervision.

- Supervision duties as agreed to in the written Standard Operating Procedure for Misdemeanor Probation and Pre-Trial Services, which may include home visits, office reporting, and urinalysis testing if required by the Courts. All duties are to be consistent with the requirements of MCA 46-23-1011.
- The writing of violation reports concerning client non-compliance with Court ordered conditions.
- Progress reports and Termination reports as specified by the Justice Court and District Court.
- As requested, the Contractor will make available to the Court personnel information regarding the performance of the client during the time that the client is under supervision by this program.
- The caseload for the Misdemeanor Probation / Pre-Trial Officer shall be determined by the Contractor.

C. Qualifications of Officers:

1. The Contractor agrees to hire employees for the position Misdemeanor Probation Officer who have at least a college degree and some formal training in behavioral sciences. Related work experience in the areas listed in 2-15-2302(2) MCA may be substituted for educational requirements at the rate of 1 year of experience for 9 months formal education.
2. Each Misdemeanor Probation Officer must, through a source approved by the Contractor, obtain 16 hours a year of training in subjects relating to the powers and duties of probation officers, and a total of 40 hours overall in corrections and treatment practice.
3. Each Misdemeanor Probation Officer will receive training that is based upon, and incorporates the core requirements of, the standards adopted by the P.O.S.T. Council. Each officer will have any required training or certifications required by P.O.S.T. or Montana law.

5. STATUTORY POWERS.

The County understands that Contractor has certain statutory powers as provided by Montana law, specifically sections 46-23-1005, 46-23-1011 and 46-23-1012, M.C.A.

6. COMPENSATION

The County will provide the Contractor the sum of $25,000 (twenty-five thousand dollars) per annum, as compensation for the operation of the Jail Alternatives program during the term of this Agreement. The Contractor may charge clients supervision fees, and in the event that the client is unable to pay these fees, the County may, at its discretion, pay the fees on the client's behalf.

The Contractor shall submit an invoice to the County on the first day of July (2025 & 2026), October (2025 & 2026), January (2026 & 2027), and April (2026 & 2027) for one quarter (1/4) of the amount of yearly compensation. The County will have fifteen days to review and question charges and pay undisputed claims. Disputed claims will be redirected to the Yellowstone County Attorney's Civil Department, and the Chief Executive Officer of Alternatives, Inc. for resolution within a 30-day period.

7. RECORDS/REPORTING

Contractor shall maintain documentation regarding the services provided. Records shall include the client's progress in meeting program requirements, the number and type of services delivered.

Records, work papers, supporting documents, statistical records, and all other records documenting the services provided by the Contractor will be retained for a period of 1 (one) year from the completion date of this Agreement.

Contractor agrees to provide the County with statistical documentation concerning service levels as requested.

8. INDEPENDENT CONTRACTOR STATUS, INSURANCE, AND INDEMNIFICATION

A. The Contractor is an independent contractor providing services to the County. Neither the Contractor, nor any of its employees are employees of the County under this agreement, nor will they be considered employees of the County under subsequent amendment to this agreement, unless otherwise expressed in writing.

B. Contractor is required to supply the County with proof of Worker's Compensation Insurance or Independent Contractor's Exemption covering the Contractor while performing work for the County.

C. Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death, and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) for each claim and One Million Five Hundred Thousand Dollars ($1,500,000.00) in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work of service and for which Yellowstone County's sole basis of liability is vicarious liability for the acts or omissions of the Contractor and/or subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns, and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the effective period of the contract. In addition, Contractor will furnish to Yellowstone County a certificate of insurance and copy of the policy endorsement, indicating that Yellowstone County is named as an additional insured prior to implementing the contract.

D. Contractor will provide a security bond in the amount of $100,000 and fidelity bonding of all staff with authority to handle monies.

E. County shall indemnify and hold harmless Contractor, its officers, directors, agents and employees from and against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by the County and its officers, agents and employees in the provision of services pursuant to this Agreement. Contractor shall indemnify and hold harmless County, its respective officers, agents and employees from and

against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from any negligent or wrongful acts, errors, omissions, incompetence, malfeasance or misfeasance by Contractor and its officers, directors, agents and employees in the provision of services pursuant to this Agreement. This provision shall survive the termination of this Agreement for events related to the performance of this contract.

9. NON-DISCRIMINATION

Pursuant to Sections 49-2-303 and 49-3-207, Montana Code Annotated and the Federal Civil Rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor agrees not to assign or transfer any work contemplated under this contract without prior written consent from the County. The Contractor further agrees not to enter into subcontracts for any of the work contemplated under this contract without the prior written approval of the County. Such approval shall be the sole province of the Yellowstone County Board of County Commissioners.

11. MODIFICATION AND TERMINATION

A. This Purchase of Service Contract may be modified at any time by mutual written agreement between both the County and the Contractor.

B. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice. In the event of such termination, the parties shall cooperate in good faith to wind down their respective obligations. Any prepaid funds attributable to services or benefits not yet provided as of the effective date of termination shall be prorated and refunded to the paying party within thirty (30) days. Conversely, any funds owed for services or benefits rendered through the effective date of termination shall be calculated on a pro rata basis and paid within thirty (30) days.

12. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any mediation, arbitration, or litigation concerning this contract must be brought in the Thirteenth Judicial District, in and for the County of Yellowstone, State of Montana. It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State of Montana, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

13. TERM OF AGREEMENT

This contract shall take effect and services will be provided starting on July 1, 2025, and shall terminate on June 30, 2027, except as otherwise provided in this Contract.

14. LIMITS OF CONTRACT

This instrument contains the entire contract between the parties, and no statements, or promises of inducements made by either party which are not contained in the written contract shall be valid or binding. The contract may not be enlarged, modified, or altered, except as provided by written agreement of the parties.

15. NOTICES

Notices shall be given as follows:

David O. Armstrong, CEO
c/o Alternatives, Inc.
2120 3rd Avenue North
Billings, MT 59101

Board of County Commissioners
Mark Morse, Chairman
P.O. Box 35000
Billings, MT 59107

IN WITNESS THEREOF: The County and the Contractor have executed this contract on this _____ day of _____, 2025.

FOR: ALTERNATIVES, INC.

DAVID O. ARMSTRONG, CEO

FOR: BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY

MARK MORSE, CHAIRMAN

MICHAEL J. WATERS

CHRIS WHITE

ATTEST:

JEFF MARTIN, CLERK & RECORDER

B.O.C.C. Regular

Meeting Date: 11/04/2025

Title: Yellowstone County Incident Response Plan & Playbook

Submitted For: Larry Ziler, IT Director **Submitted By:** Larry Ziler, IT Director

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TOPIC:

Consent Approval to Adopt the Proposed Yellowstone County Incident Response Plan and Yellowstone County Incident Response Playbook

BACKGROUND:

An incident response plan is necessary to identify the key players and actions to be taken by Yellowstone County in the event of a security incident. The playbook, provides the necessary parites with the details, timelines, contact information, and other pertinent information necessary for addressing a security incident.

RECOMMENDED ACTION:

I recommend Yellowstone County formally adopt the Incident Response Plan and Playbook developed by the IT Department with assistance from FRSecure Virtual CISO.

Attachments

Incident Response Plan

Incident Response Playbook

Incident Response Plan

Version 1.1

Version History

Version	Date	Author	Reason/Comments
1.1	September 2023	Jim Nelson, Jeff Slavick	Initial review
1.1	May 2024	Jim Nelson	Initial Review continued
1.1	April 2025	Jim Nelson / Steve Yogodzinski	Final Review for approval
1.2	August 2025	Larry Ziler	Review for Approval
1.3	September 2023	Larry Ziler	Revisions suggested by county leadership. Finance, CA,
1.4	October 2024	Larry Ziler	Final proofreading.
1.5	October 2025	Larry Ziler	Final Draft submit to BOCC

Contents

Introduction

The Yellowstone County Incident Response Plan has been developed to provide direction and focus to the handling of information security incidents that adversely affect Yellowstone County **Information Resources**. The Yellowstone County Incident Response Plan applies to any person or entity charged by the Yellowstone County Incident Response Commander with a response to information security related incidents at the organization, and specifically those incidents that affect Yellowstone County **Information Resources**.

The purpose of the Incident Response Plan is to allow Yellowstone County to respond quickly and appropriately to cyber security events and incidents.

Event Definition

Any observable occurrence in system, network, environment, process, workflow, or personnel. Events may or may not be negative in nature.

Adverse Events Definition

Events with a negative consequence. This plan only applies to adverse events that are computer security related, not those caused by natural disasters, power failures, etc.

Incident Definition

A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices that jeopardizes the confidentiality, integrity, or availability of information resources or operations. A security incident may have one or more of the following characteristics:

A. Violation of an explicit or implied Yellowstone County security policy
B. Attempts to gain unauthorized access to a Yellowstone County Information Resource
C. Denial of service to a Yellowstone County Information Resource
D. Unauthorized use of Yellowstone County Information Resources
E. Unauthorized modification of Yellowstone County information
F. Loss of Yellowstone County Confidential or Protected information

Reference

- Blue Team Handbook: Incident Response Edition, Don Murdoch
- NIST SP800-61r2: Computer Security Incident Handling Guide

Contact Information

Name	Title	Role	Contact Information	Escalation (1-3)*
Larry Ziler	Information Technology Director	IR Commander, CSIRT manager	lziler@yellowstonecountymt.gov 406-696-9810	**1**
Melissa Williams	Chief Civil Attorney	Communications Lead	mwilliams@yellowstonecountymt.gov 406-256-2832	3
Steve Williams	In-House Counsel	Communications Assistance	swilliams@yellowstonecountymt.gov	3
FRSecure	3rd Party Support	Incident Response and Digital Forensic Investigation	CSRIT@FRSecure.com	3
Traveler's Insurance	3rd Party Support	Cyber Insurance	Travelers Claim: 800-842-8496 Marsh McLennan: Caitlin Finnicum Caitlin.Finnicum@MarshMMA.com 406-238-1996	3
Jen Jones	Finance Director	Cyber Insurance (Internal); Public Relations	jjones@yellowstonecountymt.gov	3

*Escalation level determines order in which notification should occur:

1. Notify first, required on all incidents.
2. Required on all moderate or high severity incidents.
3. Involve as needed.

Roles and Responsibilities

Information Technology Director

- Seek approval from Executive Management for the administration of the Incident Response Program.
- Coordinate response activities with auxiliary departments and external resources as needed to minimize damages to information resources.
- Ensure service level agreements with service providers clearly define expectations of the organization and the service provider in relation to incident response.
- Ensure policies related to incident response accurately represent the goals of the organization.
- Review the Cyber Security Incident Response Plan ("the Plan") to ensure that it meets policy objectives and accurately reflects the goals of the organization.
- Approve close of moderate or critical-severity incidents.
- Ensure lessons learned are applied/weighed based on risk for Severity 1 incidents.
- Assemble a Cyber Security Incident Response Team (CSIRT).
- Ensure personnel tasked with incident response responsibilities are trained and knowledgeable on how to respond to incidents.
- Update Plan and procedures as needed based on results from testing, incident response lessons learned, industry developments and best practices.
- Review the Plan and procedures at least annually.
- Initiate tests of the Plan and procedures at least annually.
- Ensure team activities comply with legal and industry requirements for incident response procedures.
- Act as the primary Incident Response Manager, responsible for declaring a cyber security incident, managing team response activities, and approving close of Severity 2 & 3 incidents.
- Be aware of Cyber Insurance Policies, contact mechanisms, and when to include providers. (See Appendix IX)

Cyber Security Incident Response Team (CSIRT)

The CSIRT is comprised of IT management and experienced personnel. The role of the CSIRT is to promptly handle an incident so that containment, investigation, and recovery can occur quickly. Where third-party services are leveraged, ensure they are engaged as necessary.

Roles within the CSIRT include:

IR Commander

The incident response commander oversees and prioritizes actions during the detection, analysis, and containment of an incident. They are also responsible for conveying the special requirements of high severity incidents to the rest of the organization as well as communicating potential impact to the county commissioners. Additionally, they are responsible for understanding the SLAs in place with third parties, and the role third parties may play in specific response scenarios.

Incident Response Team Members

The Incident Response Commander is supported by a team of technical staff that work directly with the affected information systems to research the time, location, and details of an incident. Team members are typically comprised of subject matter experts (SMEs), senior level IT staff, third parties, outsourced security or forensic partners.

Further responsibilities:

- Assist in incident response as requested. CSIRT responsibilities should take priority over normal duties.
- Understand Yellowstone County incident response plan and procedures to appropriately respond to an incident.
- Continue to develop skills for incident response.
- Ensure tools are properly configured and managed to alert on security incidents/events.
- Analyze network traffic for signs of denial of service, distributed denial of service, or other external attacks.
- Review log files of critical systems for unusual activity.
- Monitor business applications and services for signs of attack.
- Collect pertinent information regarding incidents at the request of the IR Commander.
- Consult with qualified information security staff for advice when needed.
- Ensure evidence gathering, chain of custody and preservation is appropriate.
- Participate in tests of the incident response plan and procedures.
- Be knowledgeable of service level agreements with service providers in relation to incident response.

Recorder

The Incident Response Commander may assign a team member to begin formal documentation of the incident.

Table 1: Anticipated (Company) CSIRT Team Members

No.	CSIRT Member	Role
1.	Larry Ziler	IR Commander –406-696-9810
2.	Jenna Masters	Network Administrator – jmasters@yellowstonecountymt.gov 406-208-7534
3.	Konnie Rutherford	IT Senior Engineer 406-606-0396
4.	Will Grimm	IT Specialist – wgrimm@yellowstonecountymt.gov 406-998-4309
5.	Ken Twichel	Phone Systems - ktwichel@yellowstonecountymt.gov 406-208-1780

6.	Laura Grieshop	Systems Administrator - lgrieshop@yellowstonecountymt.gov 406-894-0291
7.	Jamie DeBree	Web and Database Administrator – jdebree@yellowstonecountymt.gov 406-256-2761

Incident Response Framework

Yellowstone County recognizes that, despite reasonable and competent efforts to protect **Information Resources**, a breach or other loss of information is possible. The organization must make reasonable efforts and act competently to respond to a potential incident in a way that reduces the loss of information and potential harm to customers, partners, and the organization itself.

Developing a well-defined incident response framework is critical to an effective incident response plan. The Yellowstone County incident response framework is comprised of six phases that ensure a consistent and systematic approach.

Phase I – Preparation

It is essential to establish a Cyber Security Incident Response Team (CSIRT), define appropriate lines of communication, articulate services necessary to support response activities, and procure the necessary tools. (See Phase I – Preparation)

Phase II – Identification and Assessment

Identifying an event and conducting an assessment should be performed to confirm the existence of an incident. The assessment should include determining the scope, impact, and extent of the damage caused by the incident. In the event of possible legal action, digital evidence will be preserved, and forensic analysis may be conducted consistent with legislative and legal requirements. (See Phase II - Identification and Assessment)

Phase III – Containment and Intelligence

Containment of the incident is necessary to minimize and isolate the damage caused. Steps must be taken to ensure that the scope of the incident does not spread to include other systems and Information Resources. Root cause analysis is required prior to moving beyond the Containment phase and may require expertise from outside parties. (See Phase III – Containment and Intelligence)

Phase IV – Eradication

Eradication requires removal or addressing of all components and symptoms of the incident. Further, validation must be performed to ensure the incident does not reoccur. (See Phase IV – Eradication Details)

Phase V – Recovery

Recovery involves the steps required to restore data and systems to a healthy working state allowing business operations to be returned. (See Phase V – Recovery Details)

Phase VI – Lessons Learned

The Lessons Learned phase includes post-incident analysis on the system(s) that were impacted by the incident and other potentially vulnerable systems. Lessons learned from the incident are communicated to executive management and action plans developed to improve future incident response practices and reduce risk exposure. (See Phase VI - Lessons Learned)

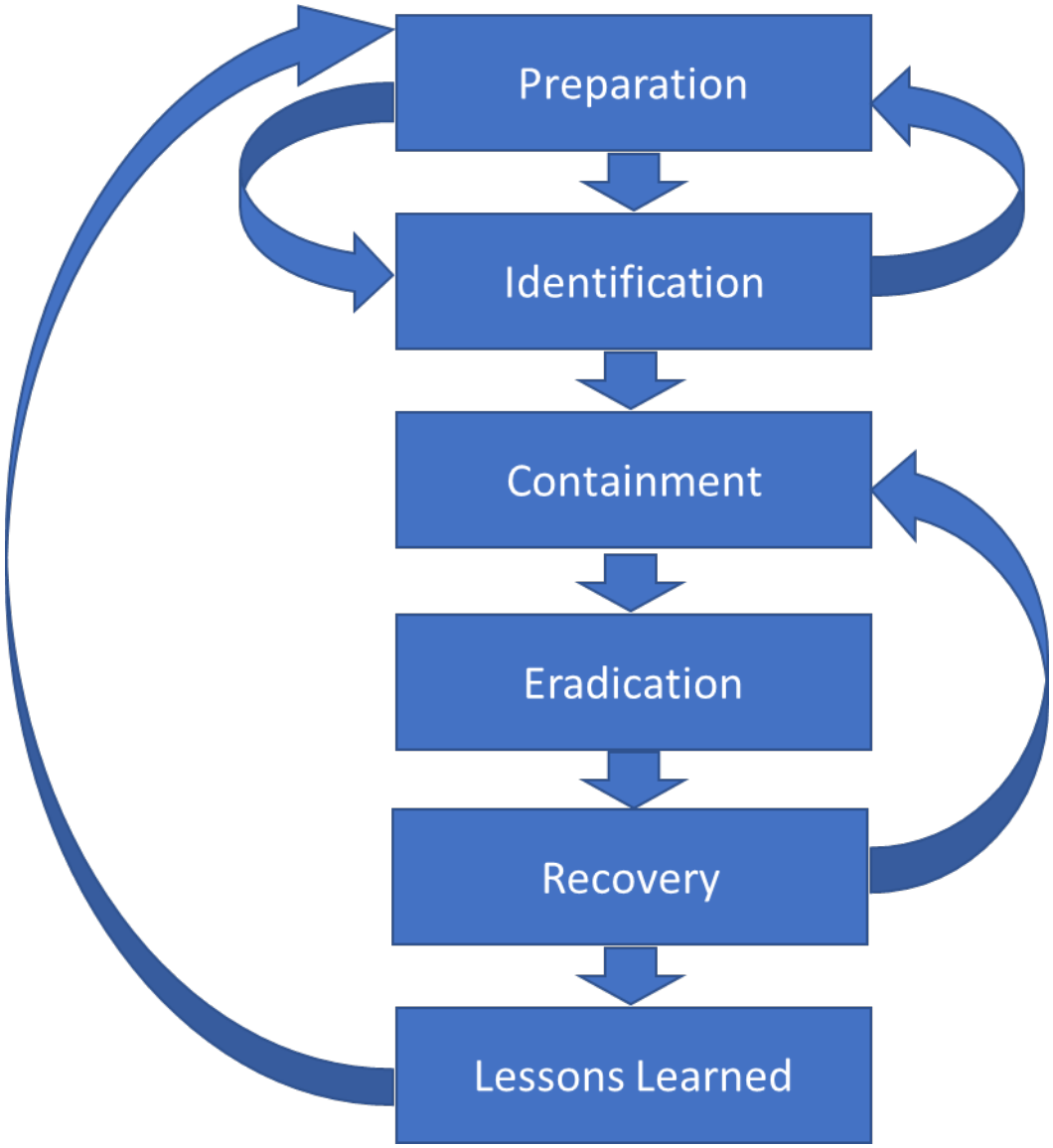


Figure 1:PICERL Framework Model

Reference

- SANS PICERL Incident Response Model

Phase I – Preparation

The Preparation phase is easily the most important phase. Without proper preparation incident response activities may be disorganized, expensive, and could cause irreparable harm to Yellowstone County.

Tasks included in the Preparation phase include but are not limited to the following.

- Establish Cyber Security Incident Response Team (CSIRT).
- Ensure appropriate parties are aware of incident reporting processes. (See Reporting Incidents)
- Document and share cyber insurance details with appropriate parties. (See Appendix IX)
- Validate Logging, Alerting, and Monitoring policy compliance.
- Ensure CSIRT receives appropriate training based on skill gap analysis, career development efforts, and skill retention needs.
- Ensure CSIRT has access to the tools and equipment needed based on estimated ROI and the organization's risk appetite.
- Define and document standard operating procedures and workflows for the CSIRT.
- Improve documentation, checklists, references, etc.
- Maintain and validate Network Diagrams and Asset Inventories.
- Review Penetration Test reports and validate remediations to findings.
- Review Vulnerability Management reports and validate remediation efforts.
- Establish disposable and disabled administrative credentials to be enabled and used for investigations.

Logging, Alerting, and Monitoring

Basic system and activity logging must be implemented prior to the onset of an event. Managed effectively; logging, alerting, and monitoring will enable event identification and provide valuable information to the CSIRT during containment, investigation, eradication, and recovery phases.

Logging, Alerting, and Monitoring activities should be established according to the requirements of the Vulnerability Management Policy and may require specific tools to be effective. Review and update the **Logging, Alerting, and Monitoring Activities List** regularly to ensure that the security monitoring is complete and effective.

A Logging Standard should be developed to ensure that all critical systems meet the logging requirements of the organization.

Logging should include:

- Abnormal system events.
- Changes to security parameter settings.
- Network configuration changes.
- All successful and unsuccessful login attempts.
- All remote access.
- All logoffs.
- All access to restricted information.

- All additions, deletions and modifications to user accounts, user privileges, access rules and permissions.
- Attempts to perform unauthorized functions, including unauthorized access attempts.
- All password changes.
- All activities performed by privileged accounts.
- All access to sensitive transactions.
- Grant, modify, or revoke access rights, including adding a new user or group, changing user privilege levels, changing file permissions, changing database object permissions, changing firewall rules, and user password changes.
- System, network, or services configuration changes, including installation of software patches and updates, or other installed software changes.
- All server system startups and shutdowns.
- Application process startup, shutdown, or restart.
- Application process abort, failure, or abnormal end, especially due to resource exhaustion or reaching a resource limit or threshold (such as for CPU, memory, network connections, network bandwidth, disk space, or other resources), the failure of network services such as DHCP or DNS, or hardware fault.
- Detection of suspicious/malicious activity such as from an Intrusion Detection or Prevention System (IDS/IPS), anti-virus system, or anti-spyware system.

Cloud-specific logging:

- Management plane activities.
- Automated system activities.
- Cloud provider management activities.
- Network flow.

Logs should feed into a centralized log server or SIEM. Log aggregation and correlation is key in IR activities and will save your team valuable time and resources in the process of identification, containment, and eradication. Devices should be synchronized to the same time server to ensure that the times recorded across all logs are aligned.

Logs should be maintained for a minimum of 12 months, or as required by the Vulnerability Management Policy and Retention Standard. Where storage is limited or costly, logs older than 30 days may be moved to alternate, cheaper storage locations. Logs must be secure. Logs should be encrypted, protected with unique credentials, and write access restricted, where possible.

Alerting should be maintained according to an established baseline. Suspicious activities and changes in system performance should automatically alert team members for further review.

Monitoring consists of both human and machine/automated monitoring. Human monitoring involves assigning CSIRT members with monitoring responsibilities, such as reviewing logs and following up on alerts. Machine monitoring consists of advanced analysis, such as behavioral monitoring and anomaly detection. Regular monitoring additionally allows team members to become familiar with normal behaviors of networks, systems, and applications making it easier for them to recognize abnormal behavior.

Reporting Incidents

Effective ways for both internal and outside parties to report incidents is equally critical as sometimes users of Yellowstone County systems and information may be the first to observe a problem. Review the different types of incidents addressed in Phase II under *Incident Categorization* and list or establish reporting methods for a variety of incident types.

Reporting Method	Available To	Incident Type	Anonymous	Response Time
Service Desk Plus: Trackable ticket generation – contact method via email or dedicated phone number to Help Desk team	Employees	All Incident Types	No	Immediate during office hours. Otherwise within 1 hour of open.
Larry P. Ziler406-696-9810	Employees	Off-hours Incidents	No	Immediate
Helpdesk	Employees	Off-hours Incidents	No	Immediate

Phase II - Identification and Assessment

Identification

When a Yellowstone County employee or external party notices a suspicious anomaly in data, a system, or the network, or a system alert generates an event, Security Operations, Help Desk, or CSIRT must perform an initial investigation and verification of the event.

Events versus Incidents

As defined above, Events are observed changes in normal behavior of the system, environment, process, workflow, or personnel. Incidents are events that indicate a possible compromise of security or non-compliance with Yellowstone County policy that negatively impacts (or may negatively impact) the organization.

To facilitate the task of identification of an incident, the following is a list of typical symptoms of security incidents, which may include any or all of the following:

A. Email or phone notification from an intrusion detection tool.
B. Suspicious entries in system or network accounting, or logs.
C. Discrepancies between logs.
D. Repetitive unsuccessful logon attempts within a short time interval.
E. Unexplained new user accounts.
F. Unexplained new files or unfamiliar file names.
G. Unexplained modifications to file lengths and/or dates, especially in system files.
H. Unexplained attempts to write to system files or changes in system files.
I. Unexplained modification or deletion of data.
J. Denial/disruption of service or inability of one or more users to login to an account.
K. System crashes.
L. Poor system performance of dedicated servers.
M. Operation of a program or sniffer device used to capture network traffic.
N. Unusual time of usage (e.g. users login during unusual times)
O. Unusual system resource consumption. (High CPU usage)
P. Last logon (or usage) for a user account does not correspond to the actual last time the user used the account.
Q. Unusual usage patterns (e.g. a user account associated with a user in Finance is being used to login to an HR database).
R. Unauthorized changes to user permission or access.

Although there is no single symptom to conclusively prove that a security incident has taken place, observing one or more of these symptoms should prompt an observer to investigate more closely. Do not spend too much time with the initial identification of an incident as this will be further qualified in the containment phase.

NOTE: Compromised systems should be disconnected from the network rather than powered off. Powering off a compromised system could lead to loss of data, information or evidence required for a forensic investigation later. ONLY power off the system if it cannot be disconnected from the wired and wireless networks completely.

Assessment

Once a potential incident has been identified, part or all of the CSIRT will be activated by the IR Commander to investigate the situation. The assessment will determine the category, scope, and potential impact of the incident. The CSIRT should work quickly to analyze and validate each incident, following the process outlined below, and documenting each step taken.

The Two-Minute Incident Assessment, found at Appendix II, should be leveraged to rapidly determine if further investigation is necessary. Further, it can be modified and used to report the incident to appropriate leadership as required.

The Incident Response Commander will assign a team member to be "Recorder" to begin formal documentation of the incident. The below determined categorization, scope, and impact must be included with documentation of the incident.

Incident Categorization

The MITRE ATT&CK Framework is a globally accessible knowledge base of adversary tactics and techniques and should be leveraged when categorizing security incidents. While many techniques may be used in a single incident, select the method that was primarily leveraged by the adversary. Some examples of this may be:

- Phishing
- Unsecured Credentials
- Network Sniffing
- Man-in-the-Middle
- Data Destruction
- OS Credential Dumping
- Event Triggered Execution
- Account Creation
- Disk Wipe
- Network Denial of Service
- Resource Hijacking
- Defacement
- File and Directory Permissions Modification

It should be noted that the MITRE ATT&CK Framework may not address some situations, specifically those without malicious intent, that trigger the Incident Response Plan. The following exceptions may require categories of their own as dictated by the organization's Risk Management entities or policies:

- Data Loss
- Administrative Errors
- Lax File and Directory Permissions
- Cyber Security Policy Violations
- Accidental Data Destruction
- Resource Misuse (non-malicious)
- Network Interruption
- ADD OTHERS AS APPLICABLE TO THE ORGANIZATION/INDUSTRY

Incident Scope

Determining the scope will help the CSIRT understand the potential business impact of the incident. The following are some of the factors to consider when determining the scope:

- How many systems are affected by this incident?
- Is Confidential or Protected information involved?

- What is/was the entry point for the incident (e.g. Internet, network, physical)?
- What is the potential damage caused by the incident?
- What is the estimated time to recover from the incident?
- What resources are required to manage the situation?
- How could the assessment be performed most effectively?

Incident Impact

Once the categorization and scope of an incident has been determined, the potential impact of the incident must be agreed upon. The severity of the incident will dictate the course of action to be taken in order to provide a resolution; however, in all instances an incident report must be completed and reviewed by the Incident Response Commander. Functional and informational impacts are defined with initial response activity below:

Functional Impact	Definition	CSIRT Response
None	No effect to the organization's ability to provide all services to all users.	Create ticket and assign for remediation.
Limited	Minimal effect; the organization can still provide all critical services to all users but has lost efficiency.	Create ticket and assign for remediation, notify the County Commissioners.
Moderate	The organization has lost the ability to provide a critical service to a subset of system users.	Initiate full CSIRT, involve the County Commissioners
Critical	The organization is no longer able to provide some critical services to any user.	Initiate full CSIRT and County Commissioners. Consider activation of the Disaster Recovery Plan

Informational Impact	Definition	CSIRT Response
None	No information was accessed, exfiltrated, changed, deleted, or otherwise compromised.	No action required
Limited	Public or non-sensitive data was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the data owners to determine the appropriate course of action.
Moderate	Internal Information was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the County Commissioners. County Commissioners will work with management, legal, and data owners to determine appropriate course of action.
Critical	Protected Data was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the County Commissioners. County Commissioners will work with legal to determine whether reportable, and the appropriate notification requirements.

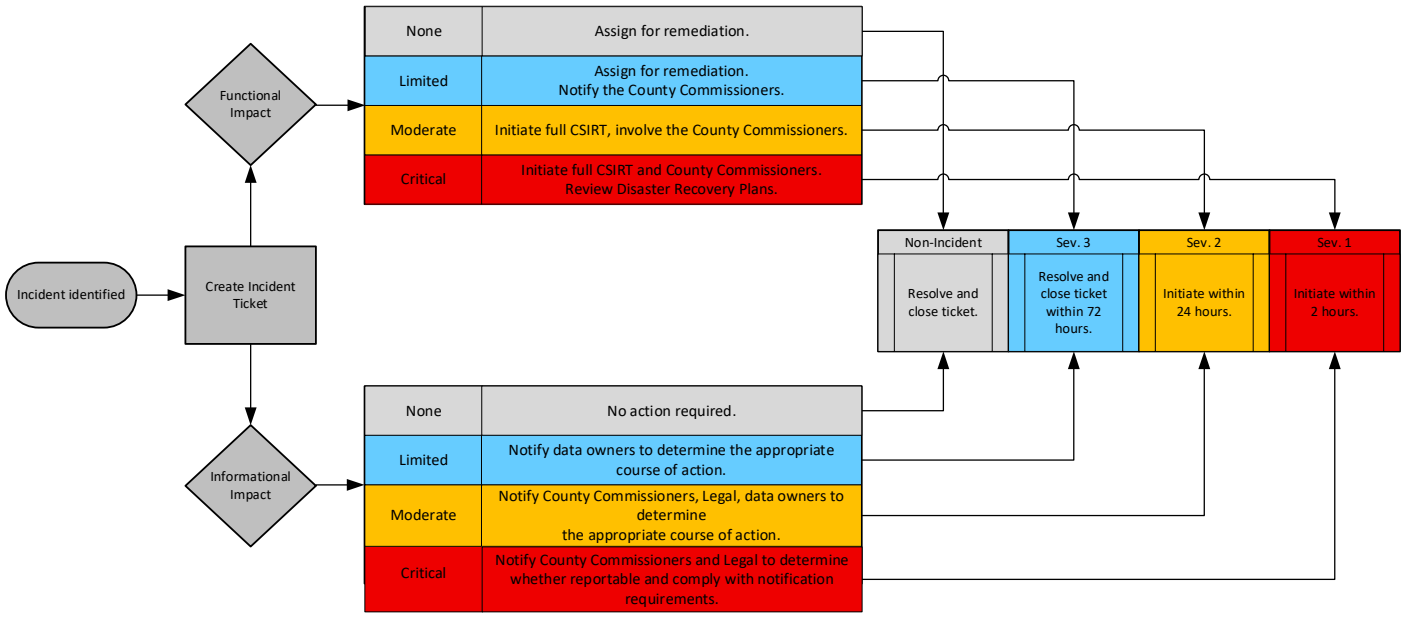
All incidents must be logged in the **Incident Handling Log & Assessment Tool**. A record of all action taken to remediate the incident, including chain of custody records, and deviations from SOP must be included in the documentation.

The **Incident Handling Log & Assessment Tool** and Response Level table below will help determine the severity of the incident and urgency of response activities.

Response Level Classification		**Informational Impact**			
		None	**Limited**	**Moderate**	**Critical**
Functional Impact	**None**	N/A	Sev. 3	Sev. 2	Sev. 1
	Limited	Sev. 3	Sev. 3	Sev. 2	Sev. 1
	Moderate	Sev. 2	Sev. 2	Sev. 2	Sev. 1
	Critical	Sev. 1	Sev. 1	Sev. 1	Sev. 1

The severity level should be used to determine how rapidly initial response activities should occur.

Severity Level	SLA
Sev. 3	Within three days
Sev. 2	Within 24 hours
Sev. 1	Within 2 hours



CSIRT Assessment Communications and Insurance

1. Communications

Proper handling of internal and external communications is critical to successfully respond to a cyber security incident. The following communication issues should be considered.

a. **Attorney-Client Privilege/Attorney Work Product.** The County Commissioners and/or the IT Directory will consult with legal counsel to determine whether the investigation and response to a cyber security Incident should proceed under the direction of legal counsel and under attorney-client privilege, work product, and other applicable privileges. If so, the IT Director must follow all instructions of Legal and external legal counsel regarding Cyber security Incident-related communications.

b. **Internal Communications.** In accordance with the Yellowstone County Incident response Policy:

   i. Personnel should be notified whenever an incident or incident response activities may impact their work activities.

   ii. Internal communications should aim to avoid panic, avoid the spread of misinformation, and notify personnel of appropriate communication channels.

c. **External Communications.** In accordance with the Yellowstone County Incident response Policy, the Yellowstone County Attorney's Office/Steve Williams must coordinate all external communication.

2. Insurance

The County Commissioners, in coordination with the Chief Financial Officer of Yellowstone County, shall determine the scope of any applicable insurance coverage and, where appropriate, file a claim or notice of circumstances and utilize any available cyber-insurance resources.

Key Decisions for Exiting Identification and Assessment Phase:

- If the Identification and Assessment process has determined the event constitutes a real incident, the IR process must be continued.
- All details in the Identification phase must be documented in the Incident Reporting Form if the event is determined to be an incident.
- Communication and Cyber Insurance considerations have been made or revisited.

Examples of when to return to the Identification and Assessment Phase:

- The known scope of the incident is found to exceed expectations and reassessment is needed.

Phase III – Containment and Investigation

The objective of the containment phase of the incident response is to regain control of the situation and limit the extent of the damage. To achieve this objective, Yellowstone County has defined a number of containment strategies relevant to a variety of incident types. Reference the procedures related to one or more of the Containment Strategies listed below.

Containment Strategies

Use the list of strategies below to choose the procedure(s) most appropriate for the situation. Full procedures for the strategies can be found in the incident playbooks. If none of these strategies or playbooks match the current situation, refer to ***Common Containment Steps*** listed below.

- Stolen credentials – disable account credentials, reset all active connections, review user activity, reverse changes, increase alerting, harden from future attacks.
- Ransomware – isolate the impacted system, validate the ransomware claim, contact insurance carrier if impacted systems cannot be corrected, and identify whether additional systems have been impacted and isolate as needed.
- If DOS/DDOS - control WAN/ISP.
- Virus outbreak – contain LAN/system.
- Data loss – review user activity, implement data breach response procedures.

- Website defacement – repair site, harden from future attacks.
- Compromised API – review changes made, repair API, harden from future attacks.

The following Playbooks are available with the Yellowstone County Policy and Standards.

- Business Email Compromise
- Credential Theft
- Lost or Stolen Device
- Malware Outbreak
- Ransomware
- Web Application Compromise
- IR Lessons Learned Playbook (IRLLP)

Common Containment Steps

Containment requires critical decision making related to the nature of the incident. The Incident Response Manager, in coordination with the Incident Response Commander and other members of Executive Management, should review all the containment steps listed below to formulate a strategy to contain and limit damages resulting from the incident.

All attempts to contain the threat must consider every effort to minimize the impact to the business operations. Third party resources or interested parties may need to be notified. Where law enforcement may become involved, efforts must be made to preserve the integrity of relevant forensic or log data and maintain a clear chain-of-custody. Where evidence cannot be properly maintained due to containment efforts, the introduced discrepancy must be documented.

When evaluating containment steps, consider the following:

- Enable disposable administrative accounts for use during the investigation and reset associated passwords if believed to have been at risk of compromise while in being used. (See Phase I – Preparation)
- Will the ability to provide critical services be impacted? How? For how long?
- When should the Cyber insurance carrier be notified? (See Table 4: Insurance Coverage and Contact Information)
- Is a legal investigation or other action likely? Does evidence need to be preserved? (See Preserve Evidence)
- How likely is the containment step to succeed? What is the end result, full containment or partial?
- What resources are required to support the containment activity?
- What is the potential damage to equipment and other resources?

- What is the expected duration of the solution? (Temporary, short-term, long-term, or permanent)
- Should IR team members act discretely to attempt to hide their activities from the attacker?
- Is the assistance of a third party required? What is the expected response time?
- Do interested parties (customers, partners, investors) need to be notified? If so, when? (See Appendix IV)
- Does the impact to Yellowstone County equipment, network, or facilities necessitate the activation of the Disaster Recovery Plan?
- Does the data impacted include protected data such as cardholder data? If yes, refer to Notification Requirements.

Engage Resources

The CSIRT should select the option based on the severity of the incident, the damage incurred by Yellowstone County and legal considerations.

	In-house investigation	Law enforcement	Private forensic specialist
Time Response	Quick response	Varies by area and agency	Quick response
Competency	Skills vary	Depends on local law enforcement	Highly skilled, often with law enforcement background
Preservation of evidence	Does not ensure evidence integrity	Preserve evidence integrity and present evidence in court	Preserve evidence integrity and present evidence in court
Reputation impact	Minimal effect	Potential loss of reputation if certain incidents reach public	Potential loss of reputation if certain incidents reach public

Preserve Evidence

NOTE: Isolate compromised systems from the network. Avoid changing volatile state data or system state data early on (e.g. do not power off affected systems).

If there is strong reason to believe that a criminal or civil proceeding is likely, the Yellowstone County Chain of Custody form (location) must be used any time evidence has been taken into custody, or custody is transferred for the purpose of investigation. *For incidents involving cardholder data, Visa has defined specific requirements to be followed to preserve evidence and facilitate the investigation. Refer to Notification Requirements for more information.*

Consult legal counsel regarding applicable laws and regulations related to evidence collection and preservation. Create a detailed log for all evidence collected, including:

- Identification information (e.g. serial number, model, hostname, MAC address, IP address, or other identifiable details).
- Name and contact information for all individuals who have handled the evidence during the investigation.
- Date and time of each transfer or handling of the evidence.
- List of all locations where the evidence was stored.
- Deviations from SOP and associated justifications.

Follow guidance from NIST SP 800-86, *Guide to Integrating Forensic Techniques into Incident Response*, when preserving evidence.

Reduce Impact

Depending on the type of incident, the team must act quickly to reduce the impact to affected systems and/or reduce the reach of the attacker. Actions may include, but are not limited to the following:

- Stop the attacker using access controls (disabling accounts, resetting active connections, changing passwords, implementing router ACLs or firewall rules, etc.).
- Isolate compromised systems from the network.
- Avoid changing volatile state data or system state data early.
- Identify critical external systems that must remain operational and deny all other activity.
- Maintain a low profile, if possible, to avoid alerting an attacker that you are aware of their presence or giving them an opportunity to learn the CSIRT's tactics, techniques, or procedures.
- To the extent possible, consider preservation of system state for further investigation or use as evidence.

Collect Data and Increase Activity Logging

Increase monitoring and packet capture on affected systems while the CSIRT investigates the scope and impact of the incident. Continue increased logging and monitoring as you move onto the Eradication and Recovery phases.

- Enable full packet capture.
- Collect and review system, network, and other relevant logs.
- Create a memory image of impacted systems.
- Take a forensic image of affected systems.
- Monitor possible attacker communication channels.

Conduct Research

Performing an Internet search, consulting third party resources, and/or consulting IT Insurance carrier using the apparent symptoms and other information related to the incident you are experiencing may lead to more information on the attack. For example, if the insurance carrier has received multiple reports of similar incidents, or if a mailing list message contains the same IP or text of the message you received.

Notify Interested Parties

Once an incident has been identified, determine if there are others who need to be notified, both internal (e.g. human resources, legal, finance, communications, business owners, etc.) and external (e.g. service providers, government, public affairs, media relations, customers, general public, etc.). Always follow the "need to know" principle in all communications. Most importantly, remain factual and avoid speculation.

Depending on the degree of sensitivity of the incident, it may be necessary for Legal/Management to require employees to sign NDAs or issue gag orders to employees who need to be involved.

Investigation

As the CSIRT works to contain, eradicate, and recover from the incident, the investigation will be ongoing. As the investigation proceeds, you may find that the incident is not fully contained, eradicated, or recovered. If that is the situation, it may be necessary to revisit earlier phases (see Figure 1:PICERL Framework Model). The Containment, Eradication, and Recovery phases are frequently cyclical.

The investigation attempts to fully identify all systems, services, and data impacted by the incident, including root cause analysis, which helps to determine the entry point of an attacker or weakness in the system that allowed the event to escalate into an incident.

A third-party may need to be contracted if investigation is beyond the skills of the CSIRT, impacted systems are owned by a Cloud Service Provider, or forensic analysis is required.

Initial Cause ("Root Cause") Investigation

Investigation should be conducted with consideration given to the ongoing impact to critical business operations. Ideally, the Initial Cause Investigation should be concluded before leaving the Eradication phase. At times, however, it may be necessary or appropriate to continue investigation during or after eradication and recovery. Delaying the Investigation should only be considered when the CSIRT is confident that the incident has been fully contained and the full scope of the impact is known. Delays or modifications to the scope of investigation activities must be approved by the Incident Response Commander.

The investigation techniques utilized will vary by the type of incident. The investigation may rely on some (or all) of the following:

- Interviews with witnesses and/or affected persons.
- Capturing images, snapshots, or memory dumps of affected systems.
- Obtaining relevant documents.
- Conducting observations.
- Taking photographs of physical locations.
- Reviewing security camera footage.
- Analyzing the logs of the various devices, technologies and hosts involved (e.g. firewall, router, anti-virus, intrusion detection, host).
- Reviewing email rules (compromised email account).
- Compare the compromised system to a known good copy.
- Anomaly detection/behavior monitoring (compare to preestablished baseline).

Key Decisions for Exiting Containment and Investigation Phase

- The attacker's ability to affect the network has been effectively controlled/stopped.
- The affected system(s) are identified.
- Compromised systems volatile data collected, memory image collected, and disks are imaged for analysis.
- Investigation of Root Cause has been conducted or, at a minimum, begun.

Examples of when to return to the Containment and Investigation Phase:

- Additional attacker activity is found beyond the scope of containment.
- Evidence of attacker activity is found that pre-dates the assumed initial point of compromise or root cause.
- The incident had to be reassessed and the scope could now be beyond initial containment strategies.

Phase IV – Eradication Details

The Eradication consists of full elimination of all components of the incident.

Eradication

NOTE: The specific administrative tools on a compromised host could be altered versions of the originals. Use a separate set of administrative tools (e.g. boot disk) than those on a compromised host for investigation whenever possible.

Steps to eradicate components of the incident may include:

- Disable breached user accounts.
- Reset any active sessions for breached accounts.
- Identify and mitigate vulnerabilities leveraged by the attacker.
- Close unnecessary open ports.
- Increase authentication security measures (implement MFA, add geolocation restrictions).
- Increase security logging, alerting, and monitoring.
- Clean installation of affected operating systems and applications.

All re-installed operating systems and applications must be installed according to Yellowstone County system build standards, including but not limited to:

A. Applying all the latest security patches.
B. Disabling all unnecessary services.
C. Installing anti-virus software.
D. Applying Yellowstone County hardened system configuration baselines.
E. Changing all account passwords (including domain, user and service accounts).

NOTE: It may be possible to restore the system without the need to perform a full clean installation. IT personnel, at the direction of the CSIRT, will make this determination.

Key Decisions for Exiting Eradication Phase

- Has the root cause been identified and identified vulnerabilities been remediated?
- Have all impacted accounts, including CSIRT burner credentials been reset?
- CSIRT is confident that the network and systems are configured to eliminate a repeat occurrence.
- There is no evidence of repeat events or incidents.
- Sign-off from IR Commander for all incidents.
- Notify County Commissioners.

Examples of when to return to the Eradication Phase:

- Additional compromised components or artifacts are discovered left over after the Eradication Phase.

Phase V – Recovery Details

Prior to restoring systems to normal operation, it is critical that the CSIRT validate the system(s) to determine that eradication was successful, and the network is secure. Once the organization has been attacked successfully, the same attackers will often attack again using the same tools and techniques leveraged in the initial attack. Having gained access to the compromised system(s) or network once, the attacker has more information at their disposal to leverage in future attacks.

If feasible, the system should be installed in a test environment to determine functionality prior to re-introduction into a production environment.

Furthermore, network monitoring should be implemented for as long as necessary to detect any unauthorized access attempts.

Recovery steps may include:

- Restoring systems from a clean backup.
- Replacing corrupted data from a clean backup.
- Restoring network connections and access rules.
- Communicating with interested parties about changes related to increased security.
- Increasing network and system monitoring activities (short or long-term).
- Increasing internal communication/reporting related to monitoring.
- Engaging a third party for support in detecting or preventing future attacks.

Key Decisions for Exiting Recovery Phase

- Business systems, services, and operations been restored to pre-incident or new-normal levels.

Examples of when to return to the Recovery Phase:

- Business systems, services, or operations are found to still be unacceptably degraded following incident response activities.

Phase VI - Lessons Learned

The follow-up phase includes reporting and post-incident analysis on the system(s) that were the target of the incident and other potentially vulnerable systems. The objective of this phase is continued improvement to applicable security operations, response capabilities, and procedures.

Documentation

All details related to the incident response process must be formally documented and filed for easy reference. The following items must be maintained, whenever possible:

A. All system events (audit records, logs).
B. All actions taken (including the date and time that an action is performed).
C. All external conversations.
D. Investigator Notes compiled.
E. Any deviations from SOP and justifications.

An incident report, documenting the following will be written by the CSIRT at the end of the response exercise:

A. A description of the exact sequence of events.
B. The method of discovery.
C. Preventative measures put in place.
D. Assessment to determine whether recovery was sufficient and what other recommendations should be considered.

The objective of the report is to identify potential areas of improvement in the incident handling and reporting procedures. Hence, the review of the report by management should be documented, together with the lessons learned, to improve on the identified areas and used as reference for future incidents.

Lessons Learned and Remediation

The CSIRT will meet with relevant parties (technical staff, management, vendors, security team, etc.) to discuss and incorporate lessons learned from the incident to mitigate the risk of future incidents. Based on understanding of the root cause, steps will be taken to strengthen and improve Yellowstone County information systems, policies, procedures, safeguards, and/or training as necessary. Where mitigations or proposed changes are rejected, a Risk Acceptance Process must be followed. Incidents should be analyzed to look for trends and corrective action should be considered where appropriate.

Lessons Learned discussion should cover:

- Review of discovery and handling of incident(s).
- How well staff and management performed and whether documented procedures were followed.
- Review of actions that slowed or hindered recovery efforts.
- Proposed improvements to future response and communication efforts.

- Recommendations to increase the speed of future detection and response efforts.
- Recommendations for long and short-term remediation efforts.

At the end of Lessons Learned meetings, some sort of remediation needs to occur, either resolving the issues, installing compensating controls, or at a minimum formally assessing and accepting the risk. Recommendations for long and short-term remediation efforts must be added into the overall treatment plan.

Updates to the incident response procedures should also be considered and incorporated where areas of improvement are found.

Voluntary information sharing should occur whenever possible with external stakeholders to achieve broader cybersecurity situational awareness (InfraGard, ISAC, etc.). Legal and Management must be consulted before doing so if a formal Information Sharing policy and process do not exist.

Forensic Analysis & Data Retention

In the event of possible legal action, forensic analysis will ensue in such manner as to preserve digital evidence consistent with legislative and legal requirements. Outside legal counsel and forensic experts may be required.

Consider the following when deciding whether and for how long to retain evidence related to the incident:

- Prosecution – is it likely that the attacker will be prosecuted? If so, evidence may need to be retained for multiple years.
- Reoccurrence – consider whether the evidence collected may be useful in case the attacker or a similar attack should occur in the future.
- Data Retention Policies – Consider the contents of evidence held (such as a system image capture) and retention policies related to this data (e.g. email retention policy).
- General Records Schedule (GRS) 24 specifies that incident handling records should be kept for three years.
- Cost – Depending on the type and amount of data or equipment preserved as evidence, cost may be a limiting factor.

Key Decisions for Exiting Lessons Learned Phase

- Management is satisfied that the incident is closed.
    - IR Commander makes the decision for limited-severity incidents. County Commissioners makes the decision for moderate and critical-severity incidents.
- There is an action plan to respond to operational issues which arose from this incident.

- Include schedules and accountability for completion of action plan items.
- At this point, it is time to return to the Preparation Phase (See Figure 1:PICERL Framework Model).

Examples of when to return to the Lessons Learned Phase:

- If items on the action plan are found to be incompletable or solutions are later deemed unreasonable. New solutions will need to be identified and the action plan updated.

Plan Testing and Review

The Yellowstone County Incident Response Plan and procedures must be tested at least annually. The IR Commander will conduct training using a scheduled simulated incident to guide and test procedures. (Refer to *NIST SP 800-61r2, Appendix A—Incident Handling Scenarios* for test scenarios) The plan and procedures will be updated to reflect lessons learned and to incorporate any new industry developments.

CSIRT members and the IT Director must participate in test exercises at least annually.

The Incident Response Plan and procedures are reviewed no less than annually and updates are tracked in the version history on page 1.

Plan review should include:

- Review supporting documents and forms listed in the Supporting Document List(Appendix X) to ensure they are accurate and effective.
- Review Appendices to ensure they are accurate and effective.
- Review completed Incident Reporting Forms and corrective action plans for recommended plan and procedure updates.
- Compare recent changes to the organization's infrastructure and management structure to documented plan and procedures.

Appendices

Index of Appendices

Appendix I. Logging, Alerting, and Monitoring Activities List

Logging, alerting, and monitoring activities may target individual systems or a range of activities across multiple systems and applications. Keep a list of logging, alerting, and monitoring activities and review the list regularly to ensure that technicians can respond to abnormal events quickly. If you have a managed asset inventory these activities may be added to the existing list.

Prepared by:	**Jim Nelson; Steve Y.**			**Date updated:**	4/23/25
System/Application Name	**Logging System**	**Events Logged**	**System Owner**	**Monitoring frequency**	**Alerting**
M365 (exchange and Teams)	Cloud	Authentication, configuration changes, service startup/shutdown/restart	Laura Grieshop	when alerts are received	Automated email
Virtual Server Environment	Local	Content changes, administrator authentication	Konnie Rutherford	When alerts are received	Security and performance email
Kiwi syslog server	Local	Non-firepower firewall logs and some core network distributing logs	Konnie Rutherford	Triggered from other system alerts	None
Fire-power logs: Pointing to the FMC V-Environment	Local	Fire-power logs	Konnie Rutherford / Jenna Masters	Informal but reviewing consistently	Critical Alerts
KnowBe4	Cloud	Suspicious phishing emails	Jenna Masters – Network Admin	Daily monitoring	User alerts
Cisco IronPort	Cloud	Suspicious email triggers	Konnie Rutherford / Jenna Masters	Informal but reviewing consistently	Minimal (email bounces, etc.)
SentinelOne/Endpoints	Cloud	Winevent logs	Konnie Rutherford / Will Grimm	Eventviewer logs are captured on a 2 week basis	Standard alerting
Web Application Firewall	Local; DMZ	Activity, access to public websites	Jamie DeBree	Daily	Critical alerts – email

Appendix II. Two-Minute Incident Assessment Reference

Step 1: Understand impact/potential impact. (and likelihood if not an active incident)

- What is the value of the asset? If not significant, why react?
- Roughly quantify the potential worst-case impact.
- Include rough estimate of likelihood of experiencing this impact.

Step 2: Identify suspected/potential cause(s) of the issue.

- Any and all possible scenarios should be considered.
- Quickly eliminate those that can be proven incorrect.
- Share most likely scenarios when communicating.

Step 3: Describe recommended containment and remediation activities.

- How do you close the hole/stop the bleeding?
- Include any steps that could reduce the experienced impact.
- Don't forget about reputation damage and legal expectations.

Step 4: Communicate to Management.

- Describe the issue at a high level. (what and how it happened)
- Explain what it means to the business. (financial, reputation, etc.)
- Share short-term actions needed to move the risk from critical/high to something more acceptable.

Two-Minute Incident Assessment Form

Replace the example in the second column with known information about the (potential) incident.

Step 1: Impact/potential impact (and likelihood)	
Value of the Asset (H/M/L)	Example of high might be access to the full client database vs. low might be a proprietary internal process document with limited IP.
Potential Impact	What would the loss or felt impact be if the incident were real and fully realized? Try to quantify into both $ and impact like reputation or legal liability.
Likelihood of Impact	Immediate risk (internet accessible cataloged trivial vulnerability to exploit) of not likely known and complex (requires sophisticated expertise and specific circumstances to exploit)
Step 2: Suspected/potential cause(s) of the issue	
Suspected causes (list all potential causes that should be investigated)	Configuration error, remote vulnerability exploited, lost device, targeted denial of service by political or financially motivated party (DDOS to cover up a fraud), etc.
(Pause and quickly eliminate possible scenarios that can be proven incorrect.)	
Most likely cause(s)	These sources should be quickly pursued to prove correct or incorrect.
Step 3: Describe recommended containment and remediation activities	
Recommended containment	Stop the bleeding. Turn off internet, remove server from external access, disable account, remote wipe a device, etc.
Recommended steps to reduce impact	Notify management and legal teams, communicate issue to employees or customers
Recommended remediation (fix)	Implement a patch or configuration change, reset user credentials, deploy multi-factor, etc.
Step 4: Communicate to Management	
Describe issue in simple terms	Describe the problem within a business context if possible. Examples are useful to illustrate the issue in operational terms.
Explain the "So What" factor	Why is this important to our business? What could it cost us if we fail to act?
Suggested Immediate Actions	Propose specific responses and why we should take them. What will taking that action provide the business with regards to reduced impact or liability? There may be more than one potential path. If there are viable options, they should be presented for decisioning.
Other Proposed Remediation	Are there follow-on risks that require additional action? Examples are communication strategy, user awareness activities, process changes, systems/tools enhancements or implementations (long-term actions)

Appendix III. Incident Response Checklist

Refer to the Incident Response Form in (Location).

No.	Description	Remarks
	Preparation Phase (IR Commander)	
1	Prepare contact list and disseminate to relevant parties	
	Identification (IT Support)	
2	Complete sections 1 and 2 of the Incident Response Form	
	Assessment (CSIRT)	
3	Complete sections 3 – 5 of the Incident Response Form	
4	Notify relevant parties.	
	Containment (CSIRT/Support)	
5	Perform system backup to maintain current state of the system	
6	Change local passwords for the affected system(s)	
	Eradication (CSIRT/Support)	
7	Do not use the system administrative tools. Use separate administrative tool sets for investigation.	
8	Re-install a clean operating system	
9	Harden the operating system (e.g. apply patches, disable unnecessary services, install anti-virus software, etc.)	
	Recovery (CSIRT/Support)	
10	Validate that the system has been hardened	
11	Restore system data with clean backup	
12	Put the affected system(s) under network surveillance for future unauthorized attempts	
	Follow-up (IR Commander)	
13	Perform post-mortem analysis on affected system(s) to identify (potential) vulnerable areas	
14	Submit an Incident Response Report for management review	
15	File all documentation on the incident response process for future reference	

Appendix IV. Notification Requirements

List all requirements that apply to the organization

Requirement	Clients Impacted	Notification Timing	Notes
PCI DSS	County citizens who pay various fees/accounts with a credit card	Immediately, no later than 24 hours after discovery	
HIPAA	Youth Services Center Customer Personal Health Information (PHI)	No later than 60 days following a breach	
State of MT		Immediately, but may be delayed at law enforcement advisement	

PCI DSS

Any security incident involving a breach of cardholder data must adhere to all notification and response requirements of the Payment Card Industry (PCI) Security Standards Council.

Visa

Taking immediate action

Merchants and service providers that have experienced a suspected or confirmed security breach must take immediate action to help prevent additional damage and adhere to Visa CISP requirements.

Alert all necessary parties immediately:

- Your internal incident response team and information security group.
- Your merchant banks.
- If you do not know the name and/or contact information for your merchant bank, notify Visa Incident Response Commander immediately at U.S. – (650) 432-2978 or usfraudcontrol@visa.com

Loss or theft of account information

Members, service providers or merchants must immediately report the suspected or confirmed loss or theft of any material or records that contain Visa cardholder data.

Forensic Investigation Guidelines

A Visa client/member or compromised entity must engage a Payment Card Industry Forensic Investigator (PFI) to perform a forensic investigation. Visa will NOT accept forensic reports from non-approved forensic companies. It is the Visa client or member's responsibility to ensure their merchant or agent engage a PFI to perform a PFI forensic investigation. Visa has the right to engage a PFI to perform a further forensic investigation as it deems appropriate and will assess all investigative costs to the appropriate Visa client, in addition to any assessment that may be applicable. PFIs are required to release forensic reports and findings to Visa. All PFIs must utilize Payment Card Industry reporting templates.

Note: For a list of PFIs, please go to: https://www.pcisecuritystandards.org/approved_companies_providers/pci_forensic_investigator.php.

Note: Visa has the right to reject the report if it does not meet the PFI requirements. PFIs are required to address with Visa, the acquirer, and the compromised entity, any discrepancies before finalizing the report.

To preserve evidence and facilitate the investigation:

- Do not access or alter compromised system(s) (e.g., don't log on at all to the compromised system(s) and change passwords; do not log in as ROOT). Visa highly recommends the compromised system not be used to avoid losing critical volatile data.
- Do not turn the compromised system(s) off. Instead, isolate compromised systems(s) from the network (e.g., unplug network cable, shut down switchport, etc.).
- Preserve all evidence and logs (e.g., original evidence, security events, web, database, and firewall logs, etc.)
- Document all actions taken, including dates and individuals involved.
- If using a wireless network, change the Service Set Identifier (SSID) on the wireless access point (WAP) and other systems that may be using this connection (with the exception of any systems believed to be compromised).
- Block suspicious IPs from inbound and outbound traffic.
- Be on high alert and monitor traffic on all systems with cardholder data.

For more information on the forensic investigation guideline, please refer to the document labeled PCI Forensic Investigator (PFI) Program Guide.

MasterCard

The MasterCard Account Data Compromise User Guide sets forth instructions for MasterCard members, merchants, and agents, including but not limited to member service providers and data storage entities

regarding processes and procedures relating to the administration of the MasterCard Account Data Compromise (ADC) program.

Discover

To contact Discover regarding Data Security or PCI Compliance:

Data Security: 1-800-347-3083 Call Mon–Fri 8:30am to 12:30pm and 1:30pm to 4:00pm Eastern Time, excluding holidays.

Questions on Security or PCI Compliance: AskDataSecurity@discover.com

Report data compromise or cardholder data breach: 1-800-347-3083 Call Mon–Fri 8:30am to 4:00pm Eastern Time, excluding holidays.

American Express

Data Incident response Obligations: Merchants must notify American Express immediately and in no case later than twenty-four (24) hours after discovery of a Data Incident.

To notify American Express, please contact the American Express Enterprise Incident Response Program (EIRP) toll free at (888) 732-3750 (US only), or at 1-(602) 537-3021 (International), or email at EIRP@aexp.com. Merchants must designate an individual as their contact regarding such Data Incident.

Please see the American Express Data Security Operating Policy for all details pertaining to Data Incident response Obligations.

HIPAA

Reference: http://www.hhs.gov/hipaa/for-professionals/breach-notification/

The HIPAA Breach Notification Rule, 45 CFR §§ 164.400-414, requires HIPAA covered entities and their business associates to provide notification following a breach of unsecured protected health information.

HIPAA Breach Definition

A breach is, generally, an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the protected health information or to whom the disclosure was made;
3. Whether the protected health information was actually acquired or viewed; and
4. The extent to which the risk to the protected health information has been mitigated.

There are three exceptions to the definition of "breach."

- The first exception applies to the unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was made in good faith and within the scope of authority.
- The second exception applies to the inadvertent disclosure of protected health information by a person authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the covered entity or business associate, or organized health care arrangement in which the covered entity participates. In both cases, the information cannot be further used or disclosed in a manner not permitted by the Privacy Rule.
- The final exception applies if the covered entity or business associate has a good faith belief that the unauthorized person to whom the impermissible disclosure was made, would not have been able to retain the information.

If a covered entity determines that a breach has occurred, the following breach notification obligations apply:

1. **Notice to Individuals:** Affected individuals must be notified without unreasonable delay, but in no case later than 60 calendar days after discovery.
    a. If the covered entity has insufficient or out-of-date contact information for 10 or more individuals, the covered entity must provide substitute individual notice by either posting the notice on the home page of its web site for at least 90 days or by providing the notice in major print or broadcast media where the affected individuals likely reside. The covered entity must include a toll-free phone number that remains active for at least 90 days where individuals can learn if their information was involved in the breach.
2. **Notice to Media:** If a breach affects more than 500 residents of a state or smaller jurisdiction, the covered entity must also notify a prominent media outlet that is appropriate for the size of the location with affected individuals.

3. **Notice to HHS:** Information regarding breaches involving 500 or more individuals (regardless of location) must be submitted to HHS without reasonable delay and no later than 60 days following a breach.
    a. If a particular breach involves 500 or fewer individuals, the covered entity is required to report the breach to HHS within 60 days after the end of the calendar year in which the breach occurred via the HHS web portal.
4. **Notice by Business Associates to Covered Entities:** A business associate of a covered entity must notify the covered entity if the business associate discovers a breach of unsecured PHI. Notice must be provided without unreasonable delay and in no case later than 60 days after discovery of the breach. See the **Customer Data Breach Report** (location).
5. **Administrative Requirements and Burden of Proof:** Covered entities and business associates, as applicable, have the burden of demonstrating that all required notifications have been provided or that a use or disclosure of unsecured protected health information did not constitute a breach. Thus, with respect to an impermissible use or disclosure, a covered entity (or business associate) should maintain documentation that all required notifications were made, or, alternatively, documentation to demonstrate that notification was not required: (1) its risk assessment demonstrating a low probability that the protected health information has been compromised by the impermissible use or disclosure; or (2) the application of any other exceptions to the definition of “breach.”

State of Montana

For a listing of all states, see this link: http://www.ncsl.org/research/telecommunications-and-information-technology/security-breach-notification-laws.aspx

Definitions

2-6-1501. Definitions. As used in this part, the following definitions apply:

(1) "Breach of the security of a data system" or "breach" means the unauthorized acquisition of computerized data that:

(a) materially compromises the security, confidentiality, or integrity of the personal information maintained by a state agency or by a third party on behalf of a state agency; and

(b) causes or is reasonably believed to cause loss or injury to a person.

(2) "Chief information security officer" means an employee at the department of administration designated by the chief information officer who is responsible for protecting the state's information assets and citizens' data by:

(a) advising and overseeing information security strategy and programs for executive branch state agencies without elected officials;

(b) advising and consulting information security strategy and programs for executive branch state agencies with elected officials and the legislative and judicial branches; and

(c) advising information security strategy and programs for city, county, consolidated city-county, and local governments and for school districts, other political subdivisions, or tribal governments.

(3) "Individual" means a human being.

(4) "Person" means an individual, a partnership, a corporation, an association, or a public organization of any character.

(5) (a) "Personal information" means a first name or first initial and last name in combination with any one or more of the following data elements when the name and data elements are not encrypted:

(i) a social security number;

(ii) a driver's license number, an identification card number issued pursuant to **61-12-501**, a tribal identification number or enrollment number, or a similar identification number issued by any state, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, or American Samoa;

(iii) an account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to a person's financial account;

(iv) medical record information as defined in **33-19-104**;

(v) a taxpayer identification number; or

(vi) an identity protection personal identification number issued by the United States internal revenue service.

(b) The term does not include publicly available information from federal, state, local, or tribal government records.

(6) "Redaction" means the alteration of personal information contained within data to make all or a significant part of the data unreadable. The term includes truncation, which means that no more than the last four digits of an identification number are accessible as part of the data.

(7) "Security incident" means an occurrence that:

(a) actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits; or

(b) constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(8) (a) "State agency" means an agency, authority, board, bureau, college, commission, committee, council, department, hospital, institution, office, university, or other instrumentality of the legislative or executive branch of state government. The term includes an employee of a state agency acting within the course and scope of employment.

(b) The term does not include an entity of the judicial branch.

(9) "Third party" means:

(a) a person with a contractual obligation to perform a function for a state agency; or

(b) a state agency with a contractual or other obligation to perform a function for another state agency.

Protection Of Personal Information -- Compliance -- Extensions

2-6-1502. Protection of personal information -- compliance -- extensions. (1) Each state agency that maintains the personal information of an individual shall develop procedures to protect the personal information while enabling the state agency to use the personal information as necessary for the performance of its duties under federal or state law.

(2) The procedures must include measures to:

(a) eliminate the unnecessary use of personal information;

(b) identify the person or state agency authorized to have access to personal information;

(c) restrict access to personal information by unauthorized persons or state agencies;

(d) identify circumstances in which redaction of personal information is appropriate;

(e) dispose of documents that contain personal information in a manner consistent with other record retention requirements applicable to the state agency;

(f) eliminate the unnecessary storage of personal information on portable devices; and

(g) protect data containing personal information if that data is on a portable device.

(3) Except as provided in subsection (4), each state agency that is created after October 1, 2015, shall complete the requirements of this section within 1 year of its creation.

(4) The chief information officer provided for in **2-17-511** may grant an extension to any state agency subject to the provisions of the Montana Information Technology Act provided for in Title 2, chapter 17, part 5. The chief information officer shall inform the governor, the office of budget and program planning, and the legislative finance committee of all extensions that are granted and of the rationale for granting the extensions. The chief information officer shall maintain written documentation that identifies the terms and conditions of each extension and the rationale for the extension.

Notification Of Breach Of Security Of Data System

2-6-1503. Notification of breach of security of data system. (1) (a) Upon discovery or notification of a breach of the security of a data system, a state agency that maintains computerized data containing personal information in the data system shall make reasonable efforts to notify any person whose unencrypted personal information was or is reasonably believed to have been acquired by an unauthorized person.

(b) The notification must be made without unreasonable delay, consistent with the legitimate needs of law enforcement as provided in subsection (3) or with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the data system.

(2) (a) A third party that receives personal information from a state agency and maintains that information in a computerized data system to perform a state agency function shall:

(i) notify the state agency immediately following discovery of the breach if the personal information is reasonably believed to have been acquired by an unauthorized person; and

(ii) make reasonable efforts upon discovery or notification of a breach to notify any person whose unencrypted personal information is reasonably believed to have been acquired by an unauthorized person as part of the breach. This notification must be provided in the same manner as the notification required in subsection (1).

(b) A state agency notified of a breach by a third party has no independent duty to provide notification of the breach if the third party has provided notification of the breach in the manner required by subsection (2)(a) but shall provide notification if the third party fails to do so in a reasonable time and may recover from the third party its reasonable costs for providing the notice.

(3) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation and requests a delay of notification. The notification required by this section must be made after the law enforcement agency determines that the notification will not compromise the investigation.

(4) All state agencies and third parties to whom personal information is disclosed by a state agency shall develop and maintain:

(a) an information security policy designed to safeguard personal information; and

(b) breach notification procedures that provide reasonable notice to individuals as provided in subsections (1) and (2).

(5) A state agency or third party that is required to issue a notification to an individual pursuant to this section shall simultaneously submit to the state's chief information security officer at the department of administration and to the attorney general's consumer protection office an electronic copy of the notification and a statement providing the date and method of distribution of the notification. The electronic copy and statement of notification must exclude any information that identifies the person who is entitled to receive notification. If notification is made to more than one person, a single copy of the notification that includes the number of people who were notified must be submitted to the chief information officer and the consumer protection office.

Immediate Notification

2-6-1504. Immediate notification. On discovery or notification of a security incident, a state agency shall provide immediate notification without unreasonable delay to the chief information security officer.

Appendix V. Media Statements

Below are sample statements to use if members of the media call before a press release is issued. ***All communications with the media should be directed to the Incident Response Commander or other representative designated by executive management.*** Getting the facts correct is a priority. Do not give information to the media before confirming facts with internal personnel and management. Changing information after it is released can lead to media confusion and loss of focus on the key messages.

Pre-scripted Immediate Responses to Media Inquiries

Use this template if the media is "at your door" and you need time to assemble the facts for the initial press release statement.

Getting the facts is a priority. It is important that Yellowstone County not give in to pressure to confirm or release information before you have confirmation.

The following responses give you the necessary time to collect the facts.

Pre-scripted Responses

If on the phone to the media:

- "We've just learned about the [situation, incident, event] and are trying to get more complete information now. How can I reach you when I have more information?"
- "All our efforts are directed at [bringing the situation under control]. I'm not going to speculate about [the situation]. How can I reach you when I have more information?"
- "I'm not the authority on this subject. Let me have [name] call you right back."
- "We're preparing a statement now. Can I get back to you in about [number of minutes or hours]?"
- "You may check our website for background information, and I will fax/e-mail you with the time of our next update."

If in person at the incident site or in front of a press meeting:

- This is an evolving [situation, incident, event], and I know you want as much information as possible right now. While we work to get your questions answered, I want to tell you what we can confirm right now:
- At approximately [time], a [brief description of what happened].
- At this point, we do not know [how long the advisory will last, how many customers are affected, etc.].
- We have a [system, plan, procedure, operation] in place. We are being assisted by [local officials, experts, our legal team] as part of that plan.

- The situation is [under, not yet under] control. We are working with [local, state, federal] authorities to [correct this situation, determine how this happened].
- We will continue to gather information and release it to you as soon as possible. I will be back to you within [amount of time in minutes or hours] to give you an update. As soon as we have confirmed information, it will be provided.
- We ask for your patience as we respond to this [situation, incident, event].

Statement Writing Tips

The following information/tips can be used to create a good media statement. Not all of them need to be included, but typically two or three will ensure an effective statement.

Honesty

If Yellowstone County is at fault, admit it. By attempting to deflect responsibility, journalists and the public will be far less forgiving when the details around the incident are exposed, and the County is found wanting. Even in a real crisis, you can gain respect for holding your hands up.

If it is not your fault, you need to make it very clear without overtly blaming any other individual or organization.

- Words to use: take or share responsibility, committed to openness, transparent.
- Words not to use: blame, fault.

Context

Presenting negatives in a broad context can go a long way to minimizing the impact of the bad news.

If the story is about a service user who has had a bad experience, you can refer to the many other service users who have had good experiences. This is where external advocates are useful – particularly other service users.

Broadening context also means isolating the incident – simply a case of stating that the negative incident is 'very rare'/'isolated' and placing it within a wider, more positive framework.

- Words to use: very rare, isolated.
- Words not to use: frequent mistakes, another error.

Framing Effect

The Framing Effect is a form of cognitive bias, which causes people to prefer positive sounding statements over negative ones, despite otherwise being logically identical. For example, when discussing a risky surgery, patients will be a lot more likely to go through with a surgery when it is explained that "the odds of survival one month after surgery is 90%" as opposed to "mortality within

one month of surgery is 10%" despite both statements equating to the same amount of risk. Be aware of this form of cognitive bias when developing and delivering messages to the public.

Partnership

There are occasions when it is useful to subtly remind a critical audience that you are not solely responsible for the conduct of a particular individual. This can be achieved without it appearing as if you are 'buck-passing' or absolving yourselves of responsibility and without upsetting relations with other key partners.

For example, you may simply state that 'as one of a number of organizations involved in supporting the individual concerned, you are 'committed to providing the best possible service for service users in the area'.

- Word to use: working together; joint responsibility, as one of a number of organizations.
- Words not to use: X is to blame; we don't know what others think of this but.

Action

Media statements should not merely talk about the problem; they should stress action on the part of the organization.

You will not improve any media situation if you are seen to be passive in the case of a negative situation or media crisis.

A word of caution: avoid saying you will be holding an 'investigation'/'inquiry' in the case. These words are headline fodder for the media and can imply guilt.

- Words to use: taking immediate action, taking appropriate measures, working closely with.
- Words not to use: we are holding an investigation; we will look into it.

Positives

Don't be afraid to point out how successful your organization is in any media statement. Mistakes happen and emphasizing the positive things you've done can help people see past minor blips.

- Words to use: we have seen positive results, we have been successful in, we will continue to provide the best service.
- Words not to use: there are a number of areas we need to work on (unless you accompany that with a positive statement, e.g., that you will be taking measures to change this).

Empathy

Negative media situations obviously create a gap between you and the public involved. Expressions of empathy can help bridge the gap.

- Words to use: we understand, we appreciate, we know, we recognize.
- Words not to use: these things happen, everyone faces these issues.

Be Concise

Journalists are typically not interested in lengthy statements – they would prefer to spend the effort on details of the event/incident. Further, if the person speaking with the media is not accustomed to doing so, lengthy statements may result in the speaker making an error.

As a rule, statements for printed media should be no more than two paragraphs long – one tight sentence per paragraph.

Broadcast media may give you more space, but you should still bear length in mind as the producer/editor may be looking to produce a shortened version of your statement to drop into a later news bulletin.

Statements Should Avoid

- **Confrontation** - the objective of media statements in a crisis is to diffuse the situation – not make it worse. Avoid blaming/buck-passing because it will simply result in a media-based argument between opposing parties – remember journalists love confrontational stories. e.g., 'They were wrong', 'it is not our fault'…
- **Ambiguity** - weak, ambiguous statements have no place in handling negative media situations and can leave room for the journalist to re-interpret your response. Be robust and clear at all times. Use strong positive words, e.g., 'we are committed to X and will not tolerate Y'. Make sure your statement is completely unambiguous.
- **Personal pronouns** - try and avoid referring to your organization by name in your media statement as doing this could reinforce the link between your organization and the negative issue concerned. You may simply use the first-person plural ('we'/'us'). This also has the advantage of adding a slightly personal and less bureaucratic feel to the statement.

Appendix VI. Customer Letter Template

Formal Email and/or Letter Template

Dear Valued Customer,

As you may be aware, Yellowstone County has announced that it experienced a criminal intrusion into a portion of its computer network in some of its retail stores. This criminal intrusion may have resulted in the theft of account numbers, expiration dates, and other numerical information and/or the cardholder's name. The company has not determined that any such cardholder data was in fact stolen by the intruder, and it has no evidence of any misuse of such data.

Yellowstone County is providing this notice out of an abundance of caution to all of its customers who have provided their contact information to the company, including you. **YOUR INFORMATION IS NOT NECESSARILY AFFECTED**.

Yellowstone County believes that the potentially impacted systems were breached during the period of <insert date> through <insert date>.

Upon recognition of the intrusion, Yellowstone County took immediate steps to secure the affected part of its network. An investigation supported by third-party data forensics experts is going on to understand the nature and scope of the incident. Yellowstone County believes the intrusion has been contained and is confident that its customers can safely use their credit and debit cards in its stores. Yellowstone County currently has no reason to believe that additional information beyond that described above was stolen by the intruder. However, given the continuing nature of this investigation, it is possible that time frames, location, and/or at-risk data in addition to those described above will be identified in the future.

The Company has notified federal law enforcement authorities and is cooperating in their efforts to investigate this intrusion and identify those responsible for the intrusion. The press release and this letter have not been delayed as a result of this law enforcement investigation. Yellowstone County has also notified the major payment card brands and is cooperating in their investigation of the intrusion.

Yellowstone County has established a call center to answer customer questions about the intrusion and the identity protection services being offered. The call center will be staffed Monday through Friday 8am-8pm CST.

You are a valued customer, and we regret any inconvenience that this may cause you.

Sincerely,

<insert name and title>

Possible other considerations to include depending on the nature of the incident.

- Provide free credit reports (www.annualcreditreport.com or 1-877-322-8228)
- Fraud Alerts – Equifax (www.equifax.com or 1-877-478-7625), Experian (www.experian.com or 1-888-397-3742), TransUnion Fraud Victim Assistance Division (www.transunion.com or 1-800-680-7289)

Appendix VII. Incident Response Organizations

Below is a list of incident response organizations that may be useful in planning for or responding to an incident:

Organization	URL
Anti-Phishing Working Group (APWG)	https://www.antiphishing.org/
Computer Crime and Intellectual Property Section (CCIPS), US Department of Justice	https://www.justice.gov/criminal-ccips
CERT Coordination Center	https://www.sei.cmu.edu/about/divisions/cert/index.cfm
European Network and Information Security Agency (ENISA)	https://www.enisa.europa.eu/
High Technology Crime Investigation Association (HTCIA)	https://htcia.org/
InfraGard	https://www.infragard.org/
Internet Store Center (ISC)	https://isc.sans.edu/
National Council of ISACs	https://www.nationalisacs.org/
United States Computer Emergency Response Team (US-CERT)	https://www.us-cert.gov/
FRSecure	https://frsecure.com/

Appendix VIII. Cyber Insurance and Third-Party Service Agreements

Where Cyber Insurance or Third-Party Services are involved, having a clear understanding of their incident response and detection services is essential. For example, many cyber insurance carriers require the organizations they cover to follow a pre-defined process. Examples of third-party service providers that may be involved in IR activities include insurance providers, internet service provider (ISP), cloud service provider (CSP), software vendors, or a multiservice provider (MSP).

The IT DIrector is responsible for reviewing all SLAs with service providers to ensure that responsibilities and expectations are defined in relation to incident response.

IR Commanders are responsible for understanding SLAs with service providers and knowing when the team should engage the service provider.

Table 2: Third Party Support and Response

Service Provider	Applications/Services	When to contact	Service Level/Response Time
FRSecure	Incident Response Digital Forensic Investigation	During suspected incident, ongoing incident, or post incident investigation	4 hour maximum
HighPoint Networks	SentinelOne	During suspected Incident	Immediate
Cerium	Network; Firewall	During suspected Incident	Immediate

Table 3: Insurance Coverage and Contact Information

Insurance Provider	Limits	Term Dates	When to contact	Contact Information
Travelers Insurace	$3,000,000 $50,000 Retention	Aug 22,2023 – July 1, 2024	Immediately, any financial or data loss	Travelers: 1-800-842-8496 MarshMcLennan: Caitlin Finnicum Caitlin.Finnicum@MarshMMA.com 406-238-1996

**Additional coverage sub-limits may apply per claim.*

TRAVELERS

Wrap+®

Declarations

Policy No. 107738453

This Policy consists of this Declarations and one or more Coverage Declarations and Coverage forms. It may also include one or more Common Conditions or endorsements. In consideration of the premium, the Insurer provides this Policy, which is the entire agreement between the Insurer and the Insured.

Insurer	Throughout this Policy, Insurer means **Travelers Casualty and Surety Company of America**, which is a capital stock company located in Hartford, Connecticut.
Named Insured	Throughout this Policy, Named Insured means: YELLOWSTONE COUNTY
Principal Address	ATTN: FINANCE 217 NORTH 27th ST. BILLINGS, MT 59101
Policy Period	Inception: August 22, 2023 Expiration: July 01, 2024 12:01 A.M. local time both dates at Principal Address.
Policy Premium	$56,389.00
Total	$56,389.00
Notices To The Insurer	Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989 Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183 Email: BSIclaims@travelers.com Fax: 1-888-460-6622 For questions related to claim reporting or handling, please call 1-800-842-8496.
Producer Information	MARSH & MCLENNAN AGENCY PO BOX 30638 BILLINGS, MT 59107 Phone: 406-721-1000

Authorized officers of the Insurer:

President

Corporate Secretary

Countersigned By

AFE-15001 Rev. 06-20

Page 1 of 2

CyberRisk Declarations

Claims-Made: The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

Defense Within Limits: The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

CyberRisk Aggregate Limit: $3,000,000

Liability	Limit	Retention
Privacy and Security	$3,000,000	$50,000
Payment Card Costs	$3,000,000	Subject to Privacy and Security Retention
Media	$1,000,000	$50,000
Regulatory Proceedings	$3,000,000	$50,000

Breach Response	Limit	Retention
Privacy Breach Notification	1,000,000 impacted parties	impacted parties threshold 100
Computer and Legal Experts	$1,000,000 which is separate from the CyberRisk Aggregate Limit	
Betterment	$100,000	
Cyber Extortion	$3,000,000	$50,000
Data Restoration	$3,000,000	$50,000
Public Relations	$3,000,000	$50,000

Cyber Crime	Limit	Retention
Computer Fraud	$100,000	$5,000
Funds Transfer Fraud	$100,000	$5,000
Social Engineering Fraud	$100,000	$50,000
Telecom Fraud	$100,000	$50,000

Business Loss	Limit	Retention
Business Interruption	$3,000,000	
Dependent Business Interruption	$100,000	
Dependent Business Interruption - System Failure	$100,000	
Dependent Business Interruption - Outsource Provider	$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	$100,000	
Reputation Harm	$250,000	$5,000
System Failure	$3,000,000	

Additional First Party Provisions

Accounting Costs Limit:	$25,000
Betterment Coparticipation:	50%
Period Of Restoration:	180 days
Period Of Indemnity:	30 days
Wait Period:	12 hours

Knowledge Date: September 26, 2022

P&P Date: September 26, 2022

Retro Date: N/A

Extended Reporting Period

Months	Percentage of Annualized Premium
12	75%

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Page 2 of 2

Direct questions about insurance coverage limits to the Risk Manager. Notify the Risk Manager to activate the insurance plan.

Appendix IX. Supporting Document List

- Incident Response Playbooks - \\intranet\IT_IncidentResponse
- Incident Handling Log and Assessment Tool - \\intranet\IT_IncidentResponse

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

_____

Mark Morse, Chairman

_____

Michael J. Waters, Member

_____

Chris White, Member

Incident Response Initiation Playbook

Version History

Version	Date	Author	Reason/Comments
1.00	May 2024	Jim Nelson/FRSecure	Document Origination
1.00	April 2025	Jim Nelson/Steve Yogodzinski	Review and move to approve
1.01	August 2025	Larry Ziler	Review for final approval
1.02	September 2025	Larry Ziler	Revisions from County Departments:
1.03	October 2025	Larry Ziler	Approved for submission to BOCC

The Incident Response Initiation Playbook (IRIP) is a working document meant to provide core incident response components. The IRIP provides the organization with an abbreviated IR action plan for the team on the ground working an incident as well as the first step in creating an overall Incident Response Plan (IRP).

Key Overall Contact Information

Name	Title	Role	Contact Information	Escalation (1-3)*
Larry Ziler	Information Technology Director	IR Commander, CSIRT manager	lziler@yellowstonecountymt.gov 406-696-9810	**1**
Melisssa Williams	Chief Civil Attorney	Communications Lead	mwilliams@yellowstonecountymt.gov 406-256-2832	3
Steve Williams	In-House Counsel	Communications Assistance	swilliams@yellowstonecountymt.gov	3
FRSecure	3rd Party Support	Incident Response and Digital Forensic Investigation	CSRIT@FRSecure.com	3
Traveler's Insurance	3rd Party Support	Cyber Insurance	Travelers Claim: 800-842-8496	3

			Marsh McLennan: Caitlin Finnicum Caitlin.Finnicum@MarshMMA.com 406-238-1996	
Jen Jones	Finance Director	Cyber Insurance (Internal); Public Relations	jjones@yellowstonecountymt.gov	3

*Escalation level determines order in which notification should occur:

1. notify first, required on all incidents
2. required on all moderate or high-severity incidents
3. involve as needed

Cyber Security Incident Response Team (CSIRT)

The CSIRT is comprised of IT management and experienced personnel. The role of the CSIRT is to promptly handle an incident so that containment, investigation, and recovery can occur quickly. Where third-party services are leveraged, ensure they are engaged as necessary.

No.	CSIRT Member	Role
1.	Larry Ziler	IR Commander –406-696-9810
2.	Jenna Masters	Network Administrator – jmasters@yellowstonecountymt.gov 406-208-7534
3.	Konnie Rutherford	IT Senior Engineer 406-606-0396
4.	Will Grimm	IT Specialist – wgrimm@yellowstonecountymt.gov 406-998-4309
5.	Ken Twichel	Phone Systems - ktwichel@yellowstonecountymt.gov 406-208-1780
6.	Laura Grieshop	Systems Administrator - lgrieshop@yellowstonecountymt.gov 406-894-0291
7.	Jamie DeBree	Web and Database Administrator – jdebree@yellowstonecountymt.gov 406-256-2761

Recorder

The Incident Response Manager will assign a team member to begin formal documentation of the incident. All incidents must be logged in the **Incident Handling Log & Assessment Tool**. A record of all action taken to remediate the incident, including chain of custody records, and deviations from SOP must be included in the documentation.

Reporting Incidents

Effective ways for both internal and outside parties to report incidents is equally critical as sometimes users of Yellowstone County systems and information may be the first to observe a problem. Review the different types of incidents addressed in Phase II under *Incident Categorization* and list or establish reporting methods for a variety of incident types.

Reporting Method	Available To	Incident Type	Anonymous	Response Time
Service Desk Plus: Trackable ticket generation – contact method via email or dedicated phone number to Help Desk team	Employees	All Incident Types	No	Immediate during office hours. Otherwise within 1 hour of open.
Larry Ziler 406-696-9810	Employees	Off-hours Incidents	No	Immediate
Helpdesk	Employees	Off-hours Incidents	No	Immediate

Isolation/Containment

Compromised systems should be **disconnected from the network** rather than powered off.

Powering off a compromised system could lead to loss of data, information or evidence required for a forensic investigation later.

ONLY power off the system if it cannot be disconnected from the wired and wireless networks completely.

Incident Functional and Informational Impact

Once the categorization and scope of an incident has been determined, the potential impact of the incident must be agreed upon. The severity of the incident will dictate the course of action to be taken to provide a resolution; however, in all instances an incident report must be completed and reviewed by the Incident Response Commander. Functional and informational impacts are defined with initial response activity below:

Functional Impact	Definition	CSIRT Response
None	No effect to the organization's ability to provide all services to all users.	Create ticket and assign for remediation.
Limited	Minimal effect: the organization can still provide all critical services to all users but has lost efficiency.	Create ticket and assign for remediation, notify the County Commissioners.
Moderate	The organization has lost the ability to provide a critical service to a subset of system users.	Initiate full CSIRT, involve the County Commissioners
Critical	The organization is no longer able to provide some critical services to any user.	Initiate full CSIRT and County Commissioners. Consider activation of the Disaster Recovery Plan

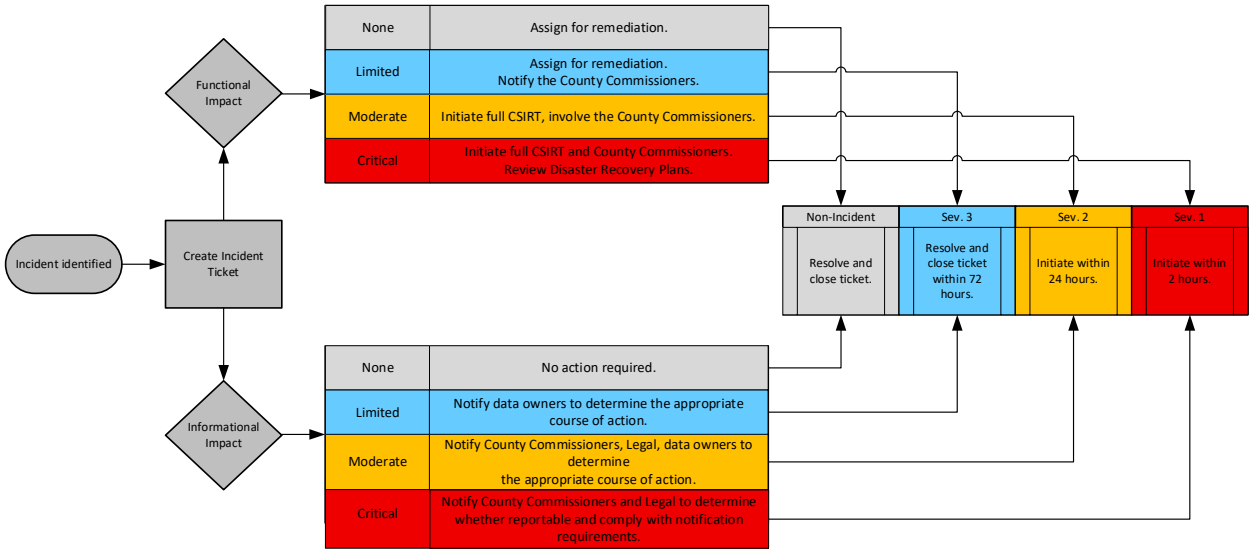
Informational Impact	Definition	CSIRT Response
None	No information was accessed, exfiltrated, changed, deleted, or otherwise compromised.	No action required
Limited	Public or non-sensitive data was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the data owners to determine the appropriate course of action.
Moderate	Internal Information was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the County Commissioners. County Commissioners will work with management, legal, and data owners to determine appropriate course of action.
Critical	Protected Data was accessed, exfiltrated, changed, deleted, or otherwise compromised.	Notify the County Commissioners. County Commissioners will work with legal to determine whether reportable, and the appropriate notification requirements.

The **Incident Handling Log & Assessment Tool** and Response Level table below will help determine the severity of the incident and urgency of response activities.

Response Level Classification		Informational Impact			
		None	Limited	Moderate	Critical
Functional Impact	None	N/A	Sev. 3	Sev. 2	Sev. 1
	Limited	Sev. 3	Sev. 3	Sev. 2	Sev. 1
	Moderate	Sev. 2	Sev. 2	Sev. 2	Sev. 1
	Critical	Sev. 1	Sev. 1	Sev. 1	Sev. 1

The severity level should be used to determine how rapidly initial response activities should occur.

Severity Level	SLA
Sev. 3	Within three days
Sev. 2	Within 24 hours
Sev. 1	Within 2 hours



Key Decisions for Exiting Identification and Assessment Phase:

- If the Identification and Assessment process has determined the event constitutes a real incident, the IR process must be continued.
- All details in the Identification phase must be documented in the Incident Reporting Form if the event is determined to be an incident.

Engage Resources

The CSIRT should select the option based on the severity of the incident, the damage incurred by Yellowstone County and legal considerations.

	In-house investigation	Law enforcement	Private forensic specialist
Time Response	Quick response	Varies by area and agency	Quick response
Competency	Skills vary	Depends on local law enforcement	Highly skilled, often with law enforcement background
Preservation of evidence	Does not ensure evidence integrity	Preserve evidence integrity and present evidence in court	Preserve evidence integrity and present evidence in court
Reputation impact	Minimal effect	Potential loss of reputation if certain incidents reach public	Potential loss of reputation if certain incidents reach public

Incident Response Playbooks

- Business email compromise response playbook
- Credential theft response playbook
- Lost or stolen device response playbook
- Ransomware response playbook
- Web application compromise response playbook

Preserve Evidence

NOTE: If there is strong reason to believe that a criminal or civil proceeding is likely, the Yellowstone County Chain of Custody form must be used any time evidence has been taken into custody, or custody is transferred for the purpose of investigation.

Lessons Learned

The follow-up phase includes reporting and post-incident analysis on the system(s) that were the target of the incident and other potentially vulnerable systems. The objective of this phase is continued improvement to applicable security operations, response capabilities, and procedures.

Documentation

An incident report, documenting the following will be written by the CSIRT at the end of the response exercise:

A. A description of the exact sequence of events.

B. The method of discovery.
C. Preventative measures put in place.
D. Assessment to determine whether recovery was sufficient and what other recommendations should be considered.

The objective of the report is to identify potential areas of improvement in the incident handling and reporting procedures. Hence, the review of the report by management should be documented, together with the lessons learned, to improve on the identified areas and used as reference for future incidents.

Mitigation Discussions

The CSIRT will meet with relevant parties (technical staff, management, vendors, security team, etc.) to discuss and incorporate lessons learned from the incident to mitigate the risk of future incidents.

Lessons Learned discussion should cover:

- Review of discovery and handling of incident(s).
- How well staff and management performed and whether documented procedures were followed.
- Review of actions that slowed or hindered recovery efforts.
- Proposed improvements to future response and communication efforts.
- Recommendations to increase the speed of future detection and response efforts.
- Recommendations for long and short-term remediation efforts.

At the end of Lessons Learned meetings, some sort of remediation needs to occur, either resolving the issues, installing compensating controls, or at a minimum formally assessing and accepting the risk. Recommendations for long and short-term remediation efforts must be added into the overall treatment plan.

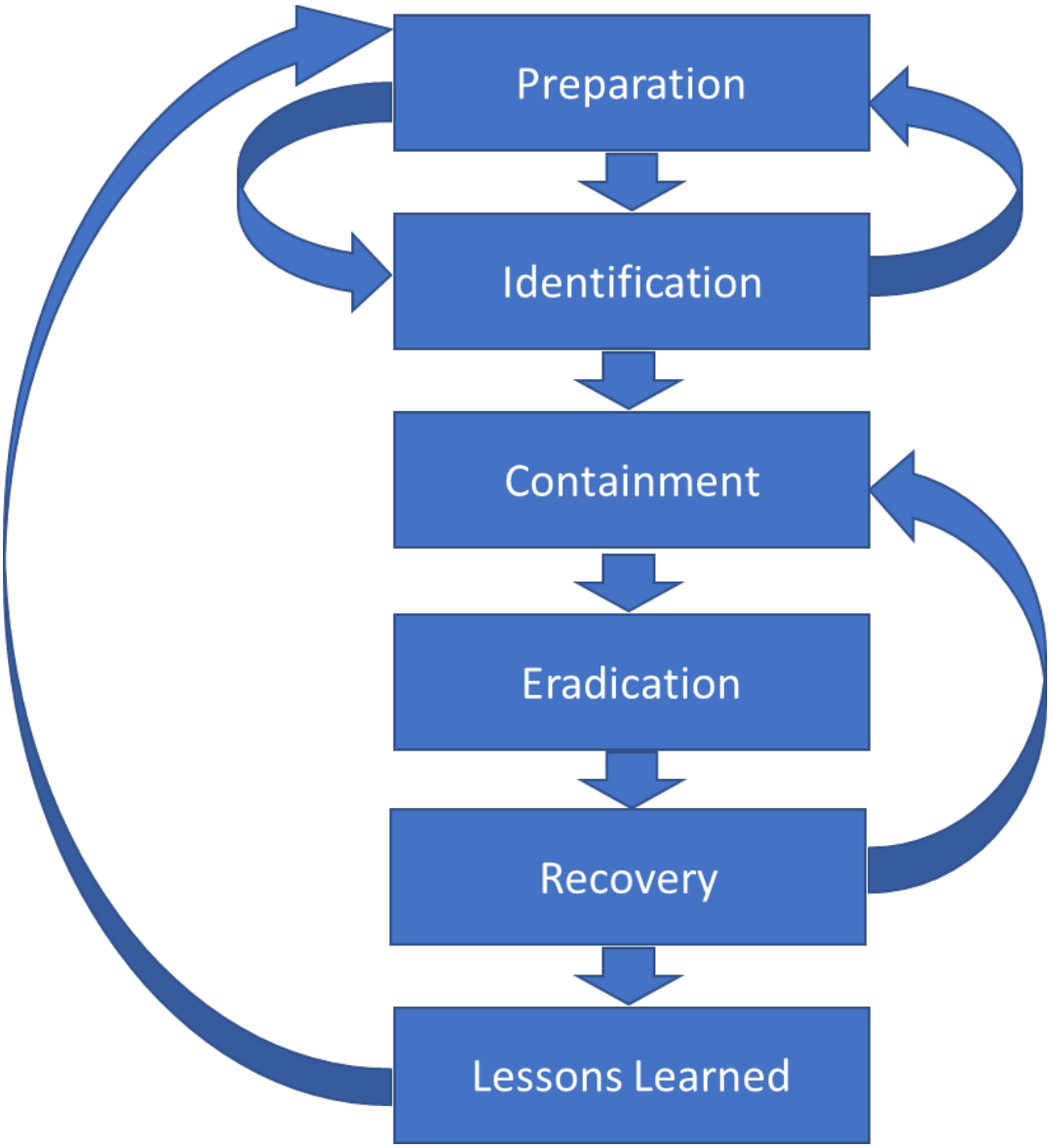


Figure 1:PICERL Framework Model

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

B.O.C.C. Regular **5. a.**

Meeting Date: 11/04/2025

Title: Finance Contract - Midwest Moving Company - Ostlund Building Moving Services

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Finance Contract - Midwest Moving Company - Ostlund Building Moving Services

BACKGROUND:

The Finance Department is requesting Commissioners' approval for a contract with Midwest Moving Company for moving services of County departments from the Courthouse and City Hall Building to the Ostlund Building. The total contract amount is $192,630.00

RECOMMENDED ACTION:

Approve contract and return a copy to Finance.

Attachments

Midwest Moving Contract - Ostlund Building

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Midwest Moving Company, herein referred to as "CONTRACTOR", whose address is 2108 Broadwater Ave, Ste. 100C, Billings, MT 59102.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide all labor, materials and equipment necessary to complete the moving of COUNTY offices from the County Courthouse and City Hall buildings to the Ostlund Building, as detailed in the Request for Proposals, released on July 29th, 2025.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the work by February 27th. CONTRACTOR agrees that moving start times provided in the RFP and CONTRACTOR's proposal may be subject to change if delays come up in the construction schedule. COUNTY shall notify CONTRACTOR as soon as any new delays are made known, and both parties will work to adjust schedules to meet COUNTY's needs. Any changes in scheduling or contract time needed past February 27th can be amended with an addendum to add more contract time if needed.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $192,630.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date. Retainage of 5% will be withheld for any progress payments made by CONTRACTOR. The fee will be returned to CONTRACTOR upon completion of the project and acceptance by COUNTY. 1% Gross Receipts Tax will be deducted and forwarded to the State of Montana.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that

the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

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

1. This agreement
2. CONTRACTOR's proposal dated, September 8th, 2025
3. CONTRACTOR's certificate of insurance and workers compensation coverage

7. WARRANTY: All work completed, and materials provided by CONTRACTOR must be warranted for a period of one (1) year from the time the services are completed.

8. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred and fifty thousand dollars ($750,000.00) for each occurrence (minimum) and one million, five hundred thousand dollars ($1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

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

13. RESPONSIBILITY FOR DAMAGES: CONTRACTOR agrees that CONTRACTOR is fully responsible for any loss of or damage to property, equipment, furnishings, or facilities that occurs during the course of scope of services, whether such damage is caused by CONTRACTOR's employees, agents, or subcontractors. CONRACTOR shall be liable for any damage to either the origin or destination facilities – including but not limited to floors, walls, doors, elevators, fixtures, and loading areas – caused during the performance of moving services. CONTRACTOR shall, at its own cost, promptly repair any such damage to the satisfaction of COUNTY. CONTRACTOR shall notify COUNTY immediately in writing of any damage or loss occurring during the move. A written report shall be provided within twenty-four (24) hours, detailing the nature, extent, cause, and proposed remedy of such damage. Upon completion of the move, COUNTY reserves the right to inspect both the moved items and the premises. COUNTY's representative will report findings to CONTRACTOR's representative for resolution to be completed before final acceptance.

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

16. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified

in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective November 4th, 2025.

COUNTY:
Yellowstone County
Billings, MT 59101

_____
Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Midwest Moving Company
Billings, MT 59102

Matthew Dorso
_____
Matthew Dorso
CEO

ATTEST:

_____
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular **5. b.**

Meeting Date: 11/04/2025

Title: Grant extension due to revised timeline provided by contractor. Grant #MT-CDBG-PL-22-02

Submitted For: Russell Burton, Comptroller **Submitted By:** Russell Burton, Comptroller

TOPIC:

CDBG West Billings Neighborhood Plan Update Project- Extension #2

BACKGROUND:

Extension due to revised timeline provided by contractor. Grant #MT-CDBG-PL-22-02

RECOMMENDED ACTION:

Approve

Attachments

MT-CDBG-PL-22-02 Extension

MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT AMENDMENT # MT-CDBG-PL-22-02B

This Contract Amendment is entered into by and between Yellowstone County, Montana ("Contractor"), and the Montana Department of Commerce ("Department").

The Contractor and the Department mutually agree to amend Contract #MT-CDBG-PL-22-02 executed on August 16, 2023, and Contract #MT-CDBG-PL-22-02A executed on December 16, 2024, as follows:

1. Section 5, EFFECTIVE DATE AND TIME OF PERFORMANCE is amended to read as follows:

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

(a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2026, or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.

(b) All authorized expenses to be reimbursed must be incurred by the Grantee between April 27, 2023, and September 30, 2026. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2026.

(c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A-2. The Grantee may modify the implementation schedule set forth in Exhibit A-2 only with prior written approval of the Department.

(d) The Grantee will procure its engineer or other primary contractor within six (6) months of the execution of this Contract, or the Contract will terminate unless the Department determines, in its sole discretion, that Grantee has demonstrated substantial progress towards procuring an engineer or contractor.

(e) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond

the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to December 31, 2026.

2. Exhibit A has been amended. Please refer to the Amended Exhibit, which is attached to the Contract and specifically incorporated herein by this reference. Amended Exhibit A-2 supersedes and replaces previous versions of Exhibit A in their entirety.

3. All other provisions of the Contract remain in full force and effect.

YELLOWSTONE COUNTY:

Mark Morse, Commission Chair Date

MONTANA DEPARTMENT OF COMMERCE:

Mandy Rambo, Deputy Director Date

EXHIBIT A-2
Implementation Schedule

TASK	**MONTH**
PROJECT START UP	
Preparation of MDOC Contract	**Complete**
PROCUREMENT OF PROFESSIONAL ASSISTANCE	
Submit Request for Proposals to DOC for approval, if required	**Complete**
Publish RFP	**Complete**
Select professional	**Complete**
Execute agreement with professional	**Complete**
PROJECT IMPLEMENTATION	
Prepare draft deliverables	**Complete**
Submit interim Request for Funds, Progress Report and draft deliverables	**Complete**
Public review and comment	**August – November 2025**
Finalize deliverables	**November – December 2025**
PROJECT CLOSE OUT	
Submit final deliverables	**December 2025 - January 2026**
Submit final Request for Funds and Completion Report	**March 2026**

Contract Information Sheet

Division staff are required to complete the items in blue print.

Last Revised September 2024

Contract Number:	MT-CDBG-PL-22-02B	Original Contract Amount:	$ 37,500.00
Contractor's Name:	Yellowstone County	Amount of Prior Amendments:	
Contractor Liaison:	Russell Burton	Current Amendment Amount:	
Contractor's Liaison Email:	rburton@yellowstonecountymt.gov	Total Contract Value:	$ 37,500.00
Approved to Form Name:		Funding Source:	Federal
Approved to Form Email:			
Contractor (signee) Name:	Mark Morse	Program Number/Division:	60 - Community MT
Contractor's Email:	mmorse@yellowstonecountymt.gov	Org Number:	606023
Contractor's Address:	PO Box 35003	Vendor Number:	23572
Contractor's Address 2:	Billings, MT 59107	Project Name (optional):	CDBG-PL-22-02B
Attest Name:			
Attest Email:		Start Date:	4/27/2023
Attest Name (2):			
Attest Email (2):			
		End Date:	12/31/2026
Delegation:	Commerce	Absolute End Date:	
Procurement Method:	Exempt*		
Contract Type:	Grant		
Contract Usage:	Fixed		

Purpose of this contract/amendment:	Delegation Agreement Section 4.5.o* Program Grants West Billings Neighborhood Plan Update
Scope & duties of this contract:	Professional Services to complete a West Billings Neighborhood Plan Update. This Plan will identify and recommend transportation improvements, a preferred future land use plan, public safety improvements, and growth management tools.

Liaison:	Inara Naranjo	Program Manager:	tara.green2@mt.gov
Liaison Email:	Inara.Naranjo@mt.gov	Operations Manager:	scrider@mt.gov
Liaison Phone:	406-841-2901	Additional Email:	

Signatures:

Division Administrator	Signed by: Galen Steffens 6BD699DDCF9F443...	10/28/2025
Fiscal Review	Signed by: Judy Clay 84C6673124BE432...	10/29/2025
Legal Counsel	Signed by: Patrick Quinn FB0E6F9DF363423...	10/29/2025
Deputy Director		
OBPP		
Information Technology		
SITSD		

Copies To:

Liaison	☑
Director (> $200K)	☐
Deputy Director (<$25K)	☐
Perceptive	☑

Certificate Of Completion

Envelope Id: BDC50054-5ED4-4B90-9B00-3D961E06FAD5
Status: Sent
Subject: Montana Department of Commerce Contract #MT-CDBG-PL-22-02B for Signature
Source Envelope:
Document Pages: 4
Signatures: 3
Envelope Originator:
Certificate Pages: 6
Initials: 0
Contracts Admin
AutoNav: Enabled
PO Box 200501
EnvelopeId Stamping: Enabled
301 S. Park Ave
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IP Address: 161.7.26.23

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Status: Original
10/28/2025 11:02:38 AM
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Pool: StateLocal
Storage Appliance Status: Connected
Pool: MT Dept of Commerce
Location: Docusign

Signer Events	Signature	Timestamp
Galen Steffens galen.steffens@mt.gov Division Administrator Security Level: Email, Account Authentication (None)	Signed by: Galen Steffens 6BD699DDCF9F443... Signature Adoption: Pre-selected Style Using IP Address: 161.7.26.109	Sent: 10/28/2025 11:24:25 AM Viewed: 10/28/2025 2:54:04 PM Signed: 10/28/2025 2:54:17 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 2:54:04 PM ID: bd4b12a1-f842-4846-ba01-82a08302ac39		
Judy Clay judy.clay@mt.gov Security Level: Email, Account Authentication (None)	Signed by: Judy Clay 84C6673124BE432... Signature Adoption: Pre-selected Style Using IP Address: 161.7.26.165	Sent: 10/28/2025 2:54:19 PM Viewed: 10/29/2025 9:40:51 AM Signed: 10/29/2025 9:43:23 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Patrick Quinn patrick.quinn@mt.gov Security Level: Email, Account Authentication (None)	Signed by: Patrick Quinn FB0E6F9DF363423... Signature Adoption: Pre-selected Style Using IP Address: 161.7.26.108	Sent: 10/29/2025 9:43:24 AM Viewed: 10/29/2025 9:48:47 AM Signed: 10/29/2025 9:48:59 AM
Electronic Record and Signature Disclosure: Accepted: 6/9/2025 3:31:44 PM ID: 9cbec3d0-74be-4029-9823-e177d6a38c27		
Mark Morse rburton@yellowstonecountymt.gov Security Level: Email, Account Authentication (None)		Sent: 10/29/2025 9:49:02 AM Viewed: 10/29/2025 9:50:24 AM
Electronic Record and Signature Disclosure: Accepted: 10/29/2025 9:50:24 AM ID: 75034046-580b-46c1-955e-ffbd064ebaa4		

Signer Events	Signature	Timestamp
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tara Green tara.green2@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/2/2023 9:38:33 AM ID: 73c652a5-51f8-4232-8ded-f8206c8222b3	COPIED	Sent: 10/28/2025 11:24:24 AM Viewed: 10/28/2025 12:56:10 PM
Stephanie Crider scrider@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/14/2025 2:42:34 PM ID: 24517d56-08f3-4561-a7b5-abf94051ba49	COPIED	Sent: 10/28/2025 11:24:24 AM
Inara Naranjo inara.naranjo@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 11:24:25 AM Viewed: 10/28/2025 12:00:29 PM
Marta Bertoglio marta.bertoglio@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/17/2025 8:16:06 AM ID: 0633c8e4-4f9d-400a-9a99-2aea19e774b9		
Russell Burton rburton@yellowstonecountymt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2025 11:24:25 AM
Envelope Updated	Security Checked	10/29/2025 9:35:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

B.O.C.C. Regular **5. c.**

Meeting Date: 11/04/2025

Title: Bonds for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Bonds for Lost Warrant

9

BOND FOR LOST WARRANT

On May 9, 2024 Yellowstone County issued a warrant numbered 23327 to HIRSCHI, MADISON NICOLE (Principal) in the amount of $250.00. The warrant was drawn in payment of Restitution CR-910-22-0252. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $250.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $500.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Nicole Hirschi M/acj UA
Principal Signature

Mailing Address for replacement check

City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 29th day of October, 2025,

by Madison Nicole Hirschi.

Stefanie Ans
Notary Signature

(NOTARIAL SEAL/STAMP)
STEFANIE ANS NOTARIAL SEAL STATE OF MONTANA
STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant #_____, dated _____ (completed by County)

BOND FOR LOST WARRANT

On August 1, 2024 Yellowstone County issued a warrant numbered 23496 to HIRSCHI, MADISON NICOLE (Principal) in the amount of $250.00. The warrant was drawn in payment of RESTITUTION FOR CR-910-22-252. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $250.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $ 500.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Nicole Hirschi Madison Hirschi
Principal Signature

Mailing Address for replacement check

City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 29th day of October, 2025,

by Madison Nicole Hirschi.

Stefanie Ans
Notary Signature

(NOTARIAL SEAL/STAMP)

STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant #_____, dated _____ (completed by County)

BOND FOR LOST WARRANT

On August 15, 2024 Yellowstone County issued a warrant numbered 23532 to HIRSCHI, MADISON NICOLE (Principal) in the amount of $509.00. The warrant was drawn in payment of RESTITUTION FOR CR-910-22-252. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $509.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $ 1,018.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Nicole Hirschi Madison Hirschi
Principal Signature

Mailing Address for replacement check

City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 29th day of October, 2025,

by Madison Nicole Hirschi.

Stefanie Ans
Notary Signature

(NOTARIAL SEAL/STAMP)
STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners Date

Replaced with warrant #_____, dated _____ (completed by County)

BOND FOR LOST WARRANT

On June 13, 2024 Yellowstone County issued a warrant numbered 23411 to HIRSCHI, MADISON NICOLE (Principal) in the amount of $250.00. The warrant was drawn in payment of Restitution CR-910-22-0252. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $250.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $ 500.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Nicole Hirschi
Principal Signature

Mailing Address for replacement check

City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 29th day of October, 2025,

by Madison Nicole Hirschi.

Stefanie Ans
Notary Signature

(NOTARIAL SEAL/STAMP)

STEFANIE ANS NOTARIAL SEAL STATE OF MONTANA

STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant #_____, dated _____ (completed by County)

BOND FOR LOST WARRANT

On May 30, 2024 Yellowstone County issued a warrant numbered 23373 to HIRSCHI, MADISON NICOLE (Principal) in the amount of $250.00. The warrant was drawn in payment of Restitution CR-910-22-0252. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of $250.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is $ 500.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Nicole Hirschi
Principal Signature

Mailing Address for replacement check

City, State Zip

State of Montana)
: (seal/stamp)
County of Yellowstone)

This instrument was acknowledged before me on this 29th day of October, 2025,

by Madison Nicole Hirschi.

Stefanie Ans
Notary Signature

(NOTARIAL SEAL/STAMP)

STEFANIE ANS
NOTARY PUBLIC
for the State of Montana
Residing at Billings, Montana
My Commission Expires
September 14, 2029

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant #_____, dated _____ (completed by County)

B.O.C.C. Regular **5. d.**

Meeting Date: 11/04/2025

Title: Notice of Award - Metra Upper Lot Crack Sealing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice of Award - Metra Upper Lot Crack Sealing

BACKGROUND:

An Invitation for Bids was released on September 30th, 2025, seeking bids for crack sealing services for the upper parking lot at MetraPark. Bids were received from Z&Z Seal Coating, Wharton Asphalt, and Hardrives Construction, Inc. and were opened and read aloud by the Commissioners on October 21st, 2025. A selection committee reviewed the bids and recommended to award the contract to Hardrives Construction, which the BOCC approved on October 28th, 2025. The Fiance deparment requests Commissioners' approval for the Notice of Award. A formal contract will follow.

RECOMMENDED ACTION:

Approve Notice of Award and return a copy to Finance.

Attachments

NOA - Metra Crack Sealing

Yellowstone County

Finance Department

Notice of Award

Date of Issuance: November 4th, 2025

Solicitation Title: Metra Upper Lot Crack Sealing IFB

Solicitation Close Date: October 20th, 2025

Bidder: Hardrives Construction

Bidder's Address: 2908 S. 64th Street West, Billings, MT 59106

This document shall serve as notifications that Hardrives Construction is the successful bidder for the Metra Upper Lot Crack Sealing IFB for the base sum of $47,700.00. A formal contract will follow this document.

B.O.C.C. Regular **5. e.**

Meeting Date: 11/04/2025

Title: Elections Contract - Seachange Election Services - Ballot Printing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Elections Contract - Seachange Election Services - Ballot Printing

BACKGROUND:

The Finance Department is requesting Commissioners' approval for a contract with Seachange Elections Services for providing ballot printing services for the County's 2025 and 2026 elections. Seachange was awarded the Elections Printing RFP on June 19th, 2025 and the contract and pricing has been finalized.

RECOMMENDED ACTION:

Approve contract and return a copy to Finance.

Attachments

Seachange Contract - Elections Printing

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Seachange Election Services, herein referred to as "CONTRACTOR", whose address is 14505 27th Ave North, Minneapolis, MN 55447.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in to provide ballot printing and mailing services for COUNTY's 2025 and 2026 elections as described in the RFP dated May 6th, 2025.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by December 31st, 2026. CONTRACTOR shall provide materials and perform all work and services, obligations and requirements without delay, time being of the essence.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY agrees to pay CONTRACTOR according to the cost proposal attached as **Exhibit A**. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

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

1. This agreement
2. COUNTY's RFP dated May 6th, 2025

3. CONTRACTOR's proposal dated, June 2nd, 2025
4. CONTRACTOR's certificate of insurance and workers compensation coverage
5. Exhibit A – CONTRACTOR's Price Sheet

7. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

8. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars ($750,000.00) for each occurrence (minimum) and two million dollars ($1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

9. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

10. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

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

12. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

13. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

14. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

15. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract. In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective October 28th, 2025.

COUNTY:
Yellowstone County
Billings, MT 59101

_____
Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Seachange Election Services
Minneapolis, MN 55447

_____
Doug Sunde
VP Election Services

ATTEST:

_____
Jeff Martin, Clerk and Recorder

SEACHANGE
Election Services

Yellowstone County, Montana

Election Ballot Printing and Mailing Services

Submitted by SeaChange Election Services

Item Description	Quantity	Unit Price		Total
Ballot Printing				
Optical Scan Ballots for 2025 Municipal Primary Election (odd	62,700	$0.29	per ballot	$18,183.00
Optical Scan Ballots for 2025 Municipal General Election (odd	65,075	$0.29	per ballot	$18,871.75
Optical Scan Ballots for 2026 School & Special District Election	53,350	$0.29	per ballot	$15,471.50
Optical Scan Ballots for 2026 Federal Primary Election	270,000	$0.28	per ballot	$75,600.00
Optical Scan Ballots for 2026 Federal General Election	90,000	$0.29	per ballot	$26,100.00
Ballot Mailing Services				
Outer Envelope (6-1/8 x 9-3/4")	90,000	$0.15		$13,500.00
Reply/Return Envelope (5-7/8 x 9") with security tint	90,000	$0.17		$15,300.00
Envelope artwork set-up	2	$1,000.00	per version	$2,000.00
Peel & Seal set-up		$500.00		$0.00
Hole Punch set-up		$500.00		$0.00
Inserts / Voter Instructions				
8.5 x 11" Voter instructions, color, folded	90,000	$0.17		$15,300.00
Produce and Affix "I Voted Sticker" to Voter Instructions		$0.12		$0.00
Packet Assembly and Mail Processing				
envelope (1 ballot card, reply envelope, & instructions)	90,000	$0.21	per packet	$18,900.00
Presorting and processing voter data for lowest postal rates	90,000	$0.10	per packet	$9,000.00
Assembly of each additional insert (ballot card or other)		$0.10	per additional insert	$0.00
Postage and Freight Charges		Invoiced at cost		

Item Description	Unit Price
Other Related Services:	
8.5" x 11" to 17" length Blank Ballot Stock	$0.10
8.5 x 18" Blank Ballot Stock	$0.11
Color Printing	$0.03

Footnotes:

[1] Unit Price per Ballot includes Ballot printing, delivery, and related services and all of proposer's costs and expenses. COUNTY shall have no payment obligation to CONTRACTOR except for Unit Pricing for accepted Ballots. Unit Pricing shall be held firm for the initial three years of the Agreement. After the third year, if the Agreement is extended, pricing may be increased upon approval by COUNTY in an amount not to exceed 3% per year.

[2] The Ballot quantities stated above are approximates and may be increased or decreased by the COUNTY at any time. In the case of an increase or decrease, COUNTY shall be liable for and pay an amount equal to the actual volume as adjusted and received times the unit price as specified in the Proposal. The number of Ballots required for special elections will be indicated by the COUNTY as needed.

B.O.C.C. Regular **5. f.**

Meeting Date: 11/04/2025

Title: MetraPark Contract - Metra Upper Lot Crack Sealing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

MetraPark Contract - Metra Upper Lot Crack Sealing

BACKGROUND:

MetraPark is requesting Commissioners' approval for a contract with Hardrives Construction for crack sealing services for the upper parking lot at MetraPark. The contract total is $47,700.00. This expense was anticipated and included in the FY26 budget.

RECOMMENDED ACTION:

Approve contract and return a copy to Finance.

Attachments

Hardrives Contract - Metra Crack Sealing

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Hardrives Construction, herein referred to as "CONTRACTOR", whose address is 2908 South 64th Street West, Billings, MT 59106.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide all labors, material, and equipment necessary to complete the crack sealing services for the Upper Parking Lot on the MetraPark campus, as detailed in the Metra Upper Lot Crack Sealing IFB, published by COUNTY, on September 30th, 2025.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by December 1st, 2025.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of $47,700.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

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

1. This agreement
2. CONTRACTOR's proposal dated, October 20th, 2025
3. CONTRACTOR's certificate of insurance and workers compensation coverage

7. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

8. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred and fifty thousand dollars ($750,000.00) for each occurrence (minimum) and one million, five hundred thousand dollars ($1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the

schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

16. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective Tuesday, November 4th.

COUNTY:
Yellowstone County
Billings, MT 59101

_____
Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Hardrives Construction
Billings, MT 59106

Tim Monroe
Superintendent/Project Manager

ATTEST:

_____
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 11/04/2025

Title: Final Resolutions for Zone Change 731

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Final Resolution 25-127 for Zone Change 731–2142 Bitterroot Drive — from Rural Residential 3 (RR) to RuralResidential 1 (RR1)

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Final Resolution for Zone Change 731

RESOLUTION NO. 25-127

Final Resolution Approving Zone Change #731

WHEREAS, pursuant to Title 76, Chapter 2, Montana Code Annotated, and the regulations of the Yellowstone County Jurisdictional Area Zoning Plan, the Board of County Commissioners of Yellowstone County, Montana, held a public hearing on the 30th of September 2025 on Zone Change Request No. 731 described as follows:

A zone change request from Rural Residential 3, 3 to 9.99 Acres (RR3) to Rural Residential 1 – 1 to 2.99 acres (RR1), on S30, T01N, R27E, S2S2SENW4, a 5-acre parcel of land.

WHEREAS, the Board of County Commissioners adopted a Resolution of Intent on the 30th day of September, 2025, to amend the Yellowstone County Jurisdictional Area Zoning Plan by APPROVING Zone Change #731; and

WHEREAS, that for thirty (30) days the Board of County Commissioners received no written protests.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the above-described zone change be **approved** for the reasons stated in **Resolution of Intent #25-119** on file in the Clerk and Recorder's Office.

DATED this 4th day of November 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chair

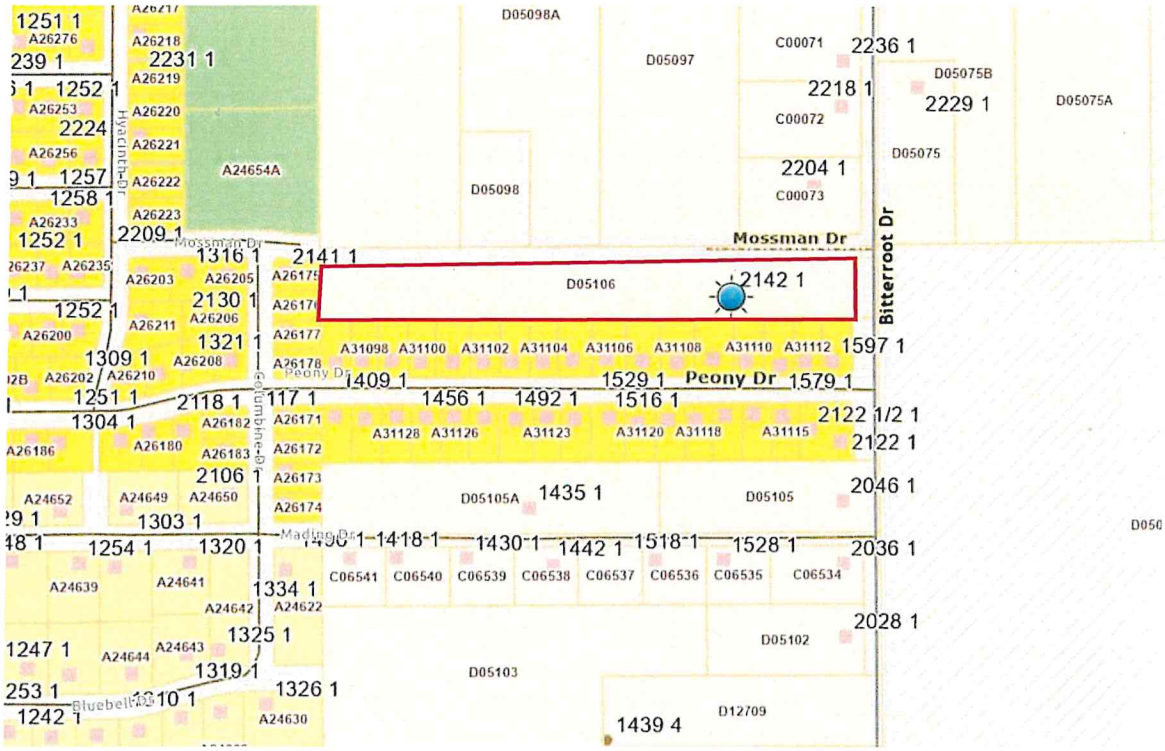
_____
Michael J Waters, Member

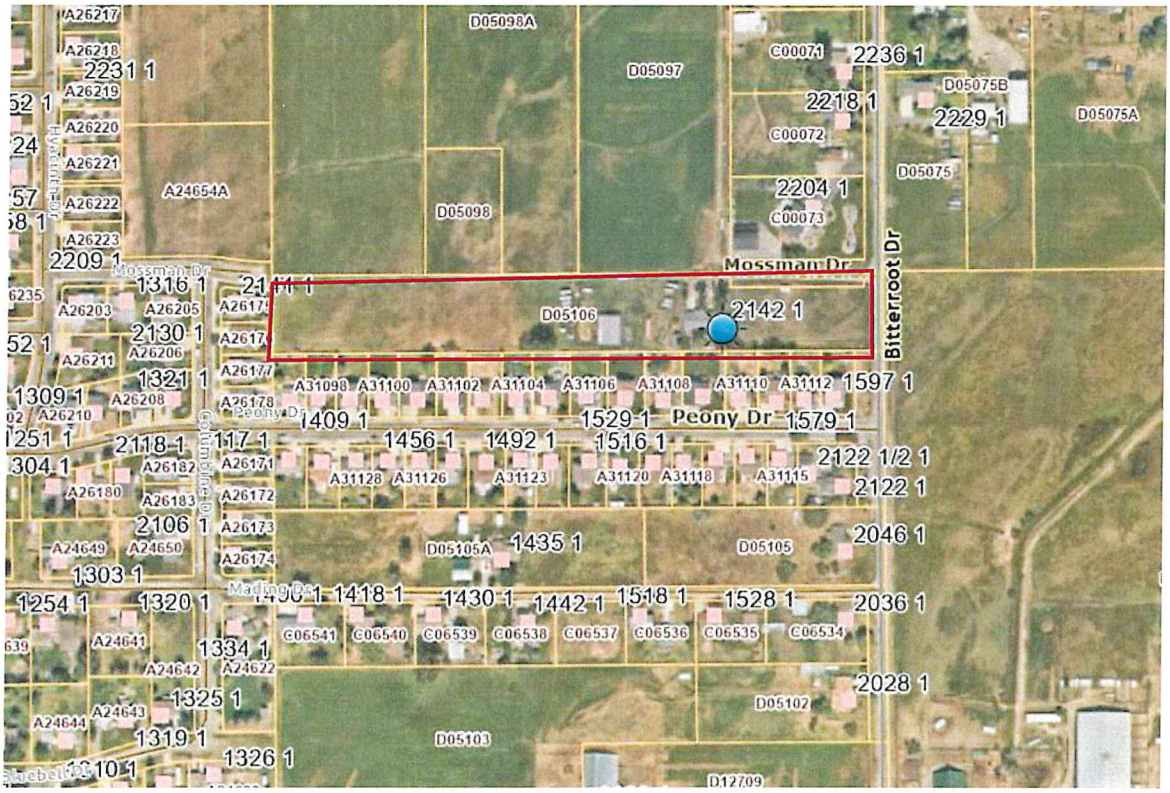
ATTEST:

_____
Chris White, Member

_____
Jeff Martin, Clerk and Recorder

Attachments for County Zone Change 731





B.O.C.C. Regular **7. a.**

Meeting Date: 11/04/2025

Title: YCSO-USPIS MOU

Submitted By: Carol Redler

TOPIC:

Updated MOU between YCSO and U.S. Postal Inspection Service (USPIS).

BACKGROUND:

Task Force Officer (TFO) designation & agreement.

RECOMMENDED ACTION:

Consent.

Attachments

YCSO-USPIS MOU 2025

MEMORANDUM OF UNDERSTANDING

between

U.S. Postal Inspection Service

and

Yellowstone County Sheriff's Office

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the U.S. Postal Inspection Service (USPIS) and Yellowstone County Sheriff's Office (Participating Agency).

2. **AUTHORITY.** Title 18, United States Code (U.S.C.), Section 3061; 39 U.S.C. § 401, 404, and 411.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to USPIS jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USPIS designations by certain employees of the Participating Agency.

   Law enforcement officers designated by the Chief Postal Inspector as other agents of the United States Postal Service (USPS) with the authority to investigate criminal matters related to the USPS and the mails pursuant to 18 U.S.C. § 3061 may exercise the same powers as a Postal Inspector as set forth in 39 C.F.R. § 233.1 and USPS Administrative Support Manual (ASM) § 2. The Chief Postal Inspector may place limits on the exercise of these powers.

   There may be instances when USPIS determines that it is desirable for certain sworn law enforcement employees of the Participating Agency to perform certain USPIS duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   USPIS agrees to:

   a. Designate certain employees of the Participating Agency as Postal Inspector Task Force Officers (TFOs), to perform the duties as noted on the IS Form 506, *Task Force Officer - Designation*. A blank copy of IS Form 506, *Task Force Officer - Designation,* is attached hereto as Attachment A and incorporated herein by reference.

b. Issue an IS Form 506, *Task Force Officer - Designation*, to each designated TFO.

c. Provide appropriate training in laws, policies, and procedures to each designated TFO including, but not limited to, the USPIS Task Force Officer Cross-Designation Training Course.

d. Reimburse the Participating Agency for overtime salary expenses directly related to each designated TFO's work on USPIS investigations as outlined in the IS Form 507, *Task Force Officer - Cost Reimbursement Agreement*, which is attached hereto as Attachment B and hereby made part of this MOU.

e. Provide a stipend to the Participating Agency for the sole use of providing an acceptable vehicle for the TFO to use in furtherance of their obligations to the USPIS as outlined in the IS Form 508, *Task Force Officer - Vehicle Use Agreement*, which is attached hereto as Attachment C and hereby made part of this MOU. In the event a TFO is on extended leave or subject to sections 4(r) below, the stipend will be prorated to exclude those days.

f. Provide TFOs access badges, necessary keys, a cellphone, computer, and access to office space and equipment as required.

g. Provide TFOs with USPIS TFO credentials and badge. TFOs are required to identify themselves with the title, badge, and credentials issued by their employing agency. TFOs are prohibited from identifying themselves as Postal Inspectors or as employees of the USPIS. TFOs may display their authorizing documentation or TFO credentials and badge as necessary.

h. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the TFOs while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

The Participating Agency agrees:

i. That only sworn law enforcement officers of the Participating Agency who successfully complete the appropriate USPIS Task Force Officer Cross-Designation Training Course and receive an approved IS Form 506, *Task Force Officer – Designation,* will be designated as TFOs.

j. To advise USPIS of each court proceeding in which the validity of a TFO's enforcement authority becomes an issue and allow USPIS to provide legal memoranda or other assistance as deemed necessary by USPIS.

k. That Participating Agency employees designated as TFOs will follow USPIS directives, instructions, and policies when exercising enforcement authority conveyed by USPIS. Relevant sections of the Inspection Service Manual will be made available upon request.

l. To provide to USPIS, before designation of each TFO and on an ongoing basis, any derogatory information, or information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action

issued to the TFO by the Participating Agency.

m. To be responsible for the pay and benefits of their employees, subject to section 4(d) above.

n. To return all USPIS-issued equipment and identification when a TFO's designation is terminated.

o. To furnish a vehicle for use by the TFO. Said vehicle use shall allow the TFO immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, and to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

p. To provide the TFO for witness preparation and testimony even if the officer is no longer subject to IS Form 506, *Task Force Officer - Designation*.

q. That TFOs issued body-worn cameras (BWCs) by the Participating Agency are required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

   TFOs who are not issued BWCs by the Participating Agency, will be issued BWCs by the USPIS and will be required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

r. That TFO designations require immediate revocation if the TFO is charged with a criminal offense, to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft. Revocations may not be appealed.

s. That TFOs may carry and deploy any weapons and equipment authorized by the Participating Agency while engaged in task force operations, with the following restrictions and exceptions:

   1. Deployment of semi-automatic rifles on USPIS operations are required to be approved by the supervising Team Leader, in accordance with USPIS policy.

   2. Deployment of specialized tactical equipment and weapons is prohibited, e.g., flash bang devices, sniper rifles. This restriction does not apply if the TFO is supporting a task force operation by participating as a member of a separate entry or tactical team.

t. That TFOs are required to adhere to USPIS application of force policy.

u. That TFOs will complete all required compliance training detailed in USPIS policy.

v. That TFO designations require favorable adjudication at the Background Investigation – High Risk (BI) level. TFOs must maintain the BI level

throughout their designation as TFOs.

w. That the Participating Agency will submit an IS Form 505, *Task Force Officer – Certificate of Good Standing,* for each of its TFOs on an annual basis. A copy is attached hereto as Attachment D and hereby made part of this MOU.

Both Parties agree:

x. That TFO designations may be revoked or discontinued at any time, without cause, by the Chief Postal Inspector or designee or Inspector in Charge of the sponsoring USPIS field division. Revocations and discontinuances may not be appealed.

y. That any abuse of USPIS cross-designation authority by a TFO may lead to the immediate revocation of such cross-designation and the relevant IS Form 506, *Task Force Officer - Designation.*

z. To schedule periodic meetings to review this MOU, as required.

aa. That forfeiture actions arising from investigations under this MOU will be processed by the USPIS. All seizures subject to this MOU will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines.

bb. That evidence collected in USPIS investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless otherwise approved by the USPIS.

cc. That the TFO will cooperate in all aspects and phases of the litigation of cases the TFO participated in under this MOU.

dd. That the Participating Agency shall provide the USPIS 30 days advance notice of their intent to cease the TFO activities of an individual subject to an IS Form 506, *Task Force Officer - Designation*, whenever possible.

ee. To the following information sharing principles:

1. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

2. Sensitive information from both parties shall be protected from disclosure to authorized persons or groups.

3. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

4. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

5. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

5. **REPORTING AND DOCUMENTATION.** USPIS will maintain the original signed IS Form 506, *Task Force Officer - Designation*, and the IS Form 509, *Task Force Officer – Policy Acknowledgement*. Copies of this form will be held by the Cyber and Investigative Technology Group, Task Force Officer Program, at USPIS National Headquarters, the designated TFO, and the Participating Agency.

6. **POINTS OF CONTACT:**

USPIS Division SEATTLE

Name: Jennifer Hiland

Title: Team Leader

Address: PO Box 1464, Spokane, WA 99210

Telephone: 209-337-8728

E-mail Address: jkhiland@uspis.gov

Participating Agency Yellowstone County Sheriff's Office

Name: Daniel B Paris

Title: Captain

Address: 2323 2nd Ave N, Billings, MT, 59101

Telephone: 406-208-0522, 406-256-2969

E-mail Address: dparis@yellowstonecountymt.gov

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

   Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

   The forms and authorities referenced herein may be renamed or replaced by USPIS without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each TFO is effective on the date the last Party signs the form.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

U.S. Postal Inspection Service	Yellowstone County Sheriff's Office
	Agency Name
Anthony Galetti	Mike Linder
USPIS Approving Official Name	Agency Approving Official Name
Inspector In Charge	Sheriff
USPIS Approving Official Title	Agency Approving Official Title
USPIS Approving Official Signature	Agency Approving Official Signature
	10-24-25
Date	Date

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

UNITED STATES POSTAL INSPECTION SERVICE
TASK FORCE OFFICER (TFO) - COST REIMBURSEMENT AGREEMENT
Attachment B

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and Yellowstone County Sheriff's Office (Participating Agency), Federal Taxpayer Identification Number 81-6001449 that:

Subject to the availability of funds, the USPIS will reimburse the Participating Agency for overtime payments to Task Force Officers (TFOs) for workhours authorized under the Memorandum of Understanding (MOU) between the USPIS and the Participating Agency.

At the beginning of each USPIS fiscal year (FY), prior to the submission of any overtime reimbursement requests, the Participating Agency will provide the salary and hourly overtime rate for each approved TFO subject to the MOU.

Overtime reimbursements for TFOs subject to the MOU will be calculated at the hourly overtime rate provided by USPIS at the beginning of each USPIS Fiscal Year. USPIS will state the maximum reimbursement allowable for overtime worked pursuant to the MOU per TFO.

The Participating Agency agrees to provide monthly overtime invoices specific to individual TFOs to include the date(s) and number of overtime hours worked along with the associated case numbers for each entry. Overtime and vehicle reimbursement requests under this MOU must be submitted to the USPIS at the address below by the 10th calendar day of the next calendar month:

U.S. Postal Inspection Service
ATTN Pete Hansen
PO Box 400
Seattle, WA 98111-4000

Reimbursement will be paid to the Participating Agency on a monthly basis following verification by USPIS. Requests received after the 10th calendar day of the next calendar month may not be accepted.

Overtime and vehicle reimbursement will be made directly to the Participating Agency by USPIS. All overtime and vehicle reimbursement payments are made by electronic fund transfer ("EFT"). An ACH vendor/miscellaneous payment enrollment form must be on file with the SEATTLE Division Headquarters to facilitate payments.

Requests for overtime reimbursement must include the following:

1. Name, rank, and Participating Agency identification number of the TFO;
2. Overtime compensation rate;
3. Total Number of reimbursable hours claimed;
4. Dates of work hours claimed and associated USPIS case number for each entry;
5. Certification signed by an appropriate supervisor of the Participating Agency that the request has been personally reviewed, the information is accurate, and the TFOs for whom reimbursement is claimed were assigned to the joint initiative pursuant to the MOU;
6. Invoice number and invoice date;
7. TIN;
8. Banking information, to complete the electronic funds transfer. The necessary banking information is the depositor's account title, bank account number, routing number, and type of account (checking, savings, or lockbox). If the banking information changes, the Participating Agency must submit a new ACH vendor/miscellaneous payment enrollment form to the USPIS.

APPROVED BY:

U.S. Postal Inspection Service	Yellowstone County Sheriff's Office
	Agency Name
Anthony Galetti	Mike Linder
USPIS Approving Official Name	Agency Approving Official Name
Inspector in Charge	Sheriff
USPIS Approving Official Title	Agency Approving Official Title
USPIS Approving Official Signature	Agency Approving Official Signature
	10-24-25
Date	Date

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

UNITED STATES POSTAL INSPECTION SERVICE TASK FORCE OFFICER - VEHICLE USE AGREEMENT

Attachment C

It is hereby agreed between the United States Postal Inspection Service ("USPIS") and Yellowstone County Sheriff's Office (Participating Agency), Federal Taxpayer Identification Number Yellowstone County Sheriff's Office that:

81-6001449

☐ The Participating Agency will provide a law enforcement vehicle (LEV) for each of its officers authorized to work as TFOs under the Memorandum of Understanding between the USPIS and the Participating Agency.

USPIS will provide payment of $2,500.00 per year for the routine maintenance of each such LEV. Respective LEVs, other than in emergency situations, will be driven by personnel of the Participating Agency owning the vehicle.

OR

☑ USPIS agrees to provide the Participating Agency a monthly stipend of $850.00 for the sole use of providing an acceptable vehicle[1] for the TFO to use in furtherance of their obligations under this MOU. The stipend incorporates all associated costs for the vehicle to include routine maintenance and minor repairs of the vehicle.

This is an internal government agreement between USPIS and the Participating Agency and is not intended to confer any right or benefit to any private person or party.

Regardless of which option is elected above, the Participating Agency is responsible for all vehicle insurance, actual maintenance, registration, taxes, mileage reimbursement and any other legal obligations related to the LEV and its use.

The Participating Agency also agrees to ensure all officers authorized to work as TFOs under the MOU possess and maintain a valid driver's license for the duration of their participation as TFOs.

[1] An acceptable vehicle is defined as one that is available and operable to meet the needs of the TFO at all times.

APPROVED BY:

U.S. Postal Inspection Service

Anthony Galetti
USPIS Approving Official Name

Inspector in Charge
USPIS Approving Official Title

USPIS Approving Official Signature

Date

Yellowstone County Sheriff's Office
Agency Name

Mike Linder
Agency Approving Official Name

Sheriff
Agency Approving Official Title

Agency Approving Official Signature

10-24-25
Date

Approved as to Form and Content by:

Inspector Attorney
Office of Counsel

B.O.C.C. Regular **7. b.**

Meeting Date: 11/04/2025

Title: Vehicle Titles

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Vehicle Titles for Disposal

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Vehicle Titles

STATE OF MONTANA

DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION

CERTIFICATE OF TITLE

pj5744

Title Nbr	Year	Make	Model	Extended Model	Style	NCIC Vehicle Type	Unladen Weight/Material
AA2441549	**2015**	**Ford**	**Explorer Polic**		**LL**	**LL**	**4900**

VIN/HIN	MT Boat Nbr	Ton Code/Propulsion Type	Odometer		Vehicle Nbr
1FM5K8AR4FGB62270			**217 Miles**	**Actual as of 01/30/2015**	**3572748**

Brand	Title Issue Date	Vehicle Sale Date	Transfer Reason	Attribute	Owner Tracking Nbr	Fleet Nbr
	02/06/2015	**01/30/2015**	**MCO Transfer**			

Owner Name and Address

Yellowstone County
217 N 27th St
Billings, MT 591011939
Customer Number: 1735214

This vehicle/vessel is subject to the following security interest:

Mail To:

Yellowstone County
1200 S Shiloh Rd
Billings, MT 591062413

The vehicle/vessel may be subject to other security interests.

SELLER COMPLETES IN INK

As the Registered Owner of the above vehicle, I transfer all right, title and interest to the vehicle to the following person, as of the date below:

Print name of buyer, whether individual or business		Date of Transfer (delivery of vehicle)	
Buyer's Street Address	City	State	Zip

Federal and state law require that the owner state the mileage of a vehicle upon transfer of ownership. If you fail to complete this disclosure or provide a false statement, you may be subject to fines and/or imprisonment.

I state that this (check one) 5 ☐ or 6 ☐ digit odometer now reads (no tenths)_____ miles, date read _____ and to the best of my knowledge it reflects the actual mileage *unless one of the following statements is checked:*

DO NOT CHECK UNLESS APPLICABLE:
☐ The odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. Warning - odometer discrepancy.

Under penalty of law, I certify the above odometer disclosure and transfer of ownership information is correct to the best of my knowledge; that I am the same person named above; and if signing for a business, I have full authority to act upon behalf of the owner, whose name appears on the upper left side of this Title. **ALL OWNERS MUST SIGN.**

Signature of Owner or Agent of Owner (Transferor)	Printed name - must be the same as signature (do not type)
X	
Signature of Owner or Agent of Owner (if more than one)	Printed name - must be the same as signature (do not type)
X	

NOTARY

State of	County of	Signed before me on (date)	Notary Stamp/Seal
by (clearly print name of person signing Title)			
Notary signature	Printed name		
Title or rank	Residing at	My commission expires	

BUYER

ACKNOWLEDGEMENT OF MILEAGE DISCLOSURE: I am aware of the above odometer certification made by the seller.

Signature of Buyer - only one signature is required	Printed name - must be the same as signature (do not type)
X	

Rev. 09/10

TITLE AND REGISTRATION BUREAU
1003 BUCKSKIN DRIVE
DEER LODGE MT 59722-2375

CONTROL NO. 13642445
(This is not a title number)

VERIFY PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW

KEEP IN SAFE PLACE-ANY ALTERATION-USE OF CORRECTION FLUID-ERASURE - VOIDS THIS TITLE.

STATE OF MONTANA

DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION

ØØ13761651

35

CERTIFICATE OF TITLE

TITLE NUMBER	YEAR	MAKE/MANUFACT.	MODEL	BODY STYLE/LENGTH
G488726	2ØØ4	CHEV	EXP	VN

VEHICLE/VESSEL IDENTIFICATION NUMBER	UNLADEN WEIGHT/MATERIAL	TON/PROPULSION	VESSEL NUMBER
1GAHG39U841228682	6,386		

ODOMETER READING		DATE ISSUED
ODMTR: 15,819 ACTUAL	0	Ø9/23/2ØØ5

OTHER PERTINENT DATA

OWNER(S) NAME AND ADDRESS

YELLOWSTONE COUNTY SHERIFF
PO BOX 35Ø17
BILLINGS MT 591Ø7

THIS VEHICLE/VESSEL IS SUBJECT TO THE FOLLOWING SECURITY INTEREST(S)

This entire section must be completed when selling, trading or transferring your vehicle/vessel.

STEP 1 -- OWNER(S) ASSIGNMENT OF TITLE TO PURCHASER(S)

Owner(s) shown above must enter the name and address of the purchaser(s) here. **Do not leave these lines blank -- doing so constitutes an "open title" and is a violation of state law.**

Print Name of Purchaser(s), whether individual(s) or business

Address

STEP 2 -- OWNER(S) MILEAGE DISCLOSURE AND RELEASE OF INTEREST

Warning: Federal and state law requires that you state the mileage of the vehicle -- failure to do so or providing a false statement may result in fines and/or imprisonment. I/we state that this (check one) ☐ 5 or ☐ 6 digit odometer now reads (no tenths) | | | | | | | miles, date read _____ and to the best of my/our knowledge that it reflects the actual mileage ***unless one of the following statements is checked:***

STOP! DO NOT check one of the following unless it applies

☐ I/we certify that the odometer reading reflects the amount of mileage ***in excess of its mechanical limits***

☐ I/we certify that the odometer reading is not the actual mileage. ***Warning - odometer discrepancy***

I/we certify under penalty of law **(Section 45-7-203 Unsworn Falsification to Authorities)** that the statements made herein are true and correct to the best of my/our knowledge, information and belief, that I am/we are the same person(s) name above, and if signing for a commercial entity, I/we have full authority to do so.

--all owners must sign in ink. If commercial entity, enter business name--

X _____
Signature of Seller--or--Business Name

_____
Printed Name -- must be same as signature (do not type)

X _____
Signature of Seller (if more than one) --or-- Business Name

_____
Printed Name -- must be same as signature (do not type)

Subscribed and affirmed to before me on (date) _____

by _____
Name of person making statement, print clearly

Notary signature _____

Printed name _____ Affix

Title and rank _____ Seal

Notary for the State of _____ Here

Residing at _____

My Commission expires _____

STEP 3 -- PURCHASER(S) ACKNOWLEDGMENT OF MILEAGE DISCLOSURE

I am/we are aware of the above odometer certification made by the seller(s).

X _____
Signature of Purchaser -- only one signature is required Date of Sale

_____
Printed Name--must be same as signature (do not type)

PURCHASER(S): See reverse side for Title Application (Section E) or Dealer/Insurer Reassignments (Sections A,B,C,D)

It is hereby certified, according to the records of the Montana Department of Justice, Motor Vehicle Division, that the person(s) named above is/are the owner(s) of the vehicle/vessel described above, which is subject to a security interest(s) as shown; however the vehicle/vessel may be subject to other security interests.

TITLE AND REGISTRATION BUREAU
1003 BUCKSKIN DRIVE
DEER LODGE MT 59722-2371

CONTROL NO. 9239675
(This is not a title number)

Rev. 12/04

VERIFY PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW

KEEP IN SAFE PLACE-ANY ALTERATION-USE OF CORRECTION FLUID-ERASURE - VOIDS THIS TITLE.

B.O.C.C. Regular **8. a.**

Meeting Date: 11/04/2025

Title: Class Specification for Safety and Security Manager - MetraPark

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Class Specification - Safety and Security Manager at MetraPark

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Class Specification

Yellowstone County
Class Specification

Class Title	**Safety & Security Manager (MetraPark)**
Class Code Number	**6075**
Grade	**H**
FLSA	**Exempt**
EEO Function	**Natural Resources/Parks & Recreation (6)**
EEO Category	**Officials and Administrators (1)**
Date	**September 2025**

Job Summary

Create and maintain a safe working environment by identifying hazards, developing safety programs, and ensuring compliance with regulations. This includes conducting inspections, investigating incidents, providing training, and developing policies to minimize risks and prevent injuries; does related work as required.

Distinguishing Class Features

The Safety & Security Manager is responsible for overseeing all safety and security operations at MetraPark, a multi-purpose event venue, ensuring a safe environment for guests, staff, and performers during events such as concerts, sports and exhibitions. Involves developing and implementing safety protocols, managing security personnel, coordinating with local law enforcement, and ensuring compliance with federal, state, and local regulations, compliance with the Montana Safety Culture act, and fire safety standards. Conducts risk assessments, lead emergency response planning and provide training to staff to maintain a secure and hazard free facility.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- Lead the development and execution of emergency response plans, including coordination with local law enforcement, fire departments, and medical services. Conducts drills for active shooter scenarios, severe weather, and medical emergencies. Create and manage safety policies, procedures, and training programs to ensure a safe workplace;
- Develop, implement, enforce, and maintain safety plans including fire prevention, crowd management, and emergency evacuation plans/procedures tailored to the venue's diverse event schedule;
- Oversee security operations including training, and supervise security personnel and contracted security services;
- Manages card/key access controls for venue and surveillance systems;

- Manages incident response protocols;
- Conducts inspections, risk assessments, and audits to identify potential hazards and assess the risks associated with them;
- Conducts safety and security meetings for venue and maintains safety meeting records;
- Identifies security vulnerabilities such as unauthorized access points and implements corrective measures;
- Investigates workplace accidents and near misses to determine root causes and implement corrective actions to prevent recurrence;
- Investigate security incidents, document findings and implement preventative measures;
- Responsible for ensuring completion of First Report of Injury paperwork for Workers' Compensation claims and remitting reports along with incident findings to Human Resources in a timely manner; completes annual OSHA 300 & OSHA 300A reports for venue;
- Train employees on safety & security procedures including crowd control, and de-escalation techniques;
- Train employees in hazard identification, emergency response protocols,
- Conducts and/or coordinates training on First Aid/CPR/AED, lock-out/tag-out, manlifts, forklifts, etc. and maintains employee training records;
- Liaise with security system vendors, cleaning services, and maintenance contractors to ensure integrated safety & security protocols;
- Collaborates with event promoters and production staff to create tailored safety & security plans for high-profile or high-risk events (e.g. concerts with large crowds or VIP attendees);
- Develops and manages budgets for security operations including equipment, staffing and training programs;
- Ensure that the organization complies with relevant safety regulations and standards, such as the Montana Safety Culture Act; federal and state regulations, fire codes, and industry standards for public assembly venues;
- Collaborate with Facilities on the operation and maintenance of security technologies including alarm systems, video surveillance, and communication devices and makes recommendations for upgrades, as needed;
- Keep and maintain accurate records of safety inspections, incidents, training, and other relevant documentation;
- Manage a team of safety professionals or other employees who assist with safety-related duties;
- Stay current on safety trends, legislative changes, and best practices in the field;
- Communicate safety information and concerns to management, and work with them to implement safety improvements;
- Does related work as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- Relevant federal, state, and local safety regulations including Montana Safety Culture Act standards, occupational safety specific regulations, and any other applicable laws;
- Ability to identify, assess, and control hazards. Developing and implementing safety protocols, conducting risk assessments, and ensuring that safety & security procedures are followed;
- Crowd management, emergency planning and security technologies (e.g. CCTV access control systems);

- Ability to investigate accidents and incidents to determine root causes and implement preventative measures including gathering information, analyzing data, and developing corrective action plans;
- Understanding of occupational health, safety, and accident prevention principles and practices;
- Understanding of facility management software and security systems;
- Versed in Fire Prevention and suppression techniques and equipment;
- First Aid/CPR/AED practices, procedures, and use;
- Knowledge of principles and practices of blood borne pathogens;
- Hazard spill containment practices, procedures, and disposal procedures;
- The principles and practices of supervision;
- Government Code of Fair Practices;
- Record management systems;
- Budget preparation and administration.

Skill to:

- Operate standard office equipment such as security systems, computers, and various other office equipment;
- Work with various administration personnel, managers, supervisors, staff, and vendors to implement safety programs and ensure compliance;
- Develop and maintain safety manuals and procedures, updating as needed;
- Manage budgets for safety equipment, training, and other safety-related expenses;
- Facilitate and conduct meetings and training opportunities;
- Provide safety and security-related technical support to various stakeholders.

Ability to:

- Work flexible hours including nights, weekends, and holidays based on the event schedule;
- Plan, promote, implement, and evaluate a comprehensive safety program;
- Analyze and identify hazardous operations, conditions, and equipment, and develop corrective measures;
- Use good judgment and problem solving in making decisions under pressure or deadlines;
- Organize, assemble, and analyze statistical data;
- Demonstrate effective leadership;
- Deal and respond to requests and situations tactfully;
- Define problems, collect analyze and interpret data, and develop alternate solutions to complex problems;
- Plan, coordinate and initiate actions necessary to implement recommendations, new regulations, new methods and new procedures;
- Understand, interpret, explain, and apply laws, regulations, policies and procedures;
- Establish and maintain effective working relations with others contacted in course of work including other agencies, staff, departments, contractors, and members of the public;
- Prepare and present a variety of oral and written material concisely, convincingly, clearly and logically;
- Provide administrative and technical supervision and training to staff.

Reporting Relationships

Decision- making Authority:
Reports to the MetraPark General Manager.

Minimum Qualifications

Education/Experience/Training:

- Bachelor's degree in occupational health & safety, facilities management or related field; **and**
- One (1) years' experience in safety and/or security management, preferably in a public assembly facility, arena , or event venue; **or**
- Any equivalent combination of education and experience totaling five (5) years.

Required Certifications :

- Valid Driver's License issued by the State of Montana;
- Ability to pass a background check.

Desired :

- Hold a certification from the Board of Certified Safety Professionals:
  - Associate Safety Professional (ASP); or
  - Safety Trained Supervisor (STS); or
  - Certified Safety Professional (CSP); or
  - Certified Safety Management Professional (SMP)
- Hold other professional safety certification:
  - Certified Safety Manager (CSM); or
  - Certified Protection Professional (CPP).

Essential Physical Abilities

Essential Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to talk and hear;
- The employee frequently is required to stand; walk; run; use hands to finger, handle, or feel; and reach with hands and arms;
- Occasionally required to climb or balance; and stoop, kneel, crouch, or crawl;
- Occasionally lift and/or move up to 50 pounds;
- Specific vision abilities required by this job include close and far vision, the ability to adjust focus while operating computers and viewing into monitors, to read paper documents and operate motor vehicles;
- Occasionally exposed to high, precarious places and outside weather conditions;
- Sufficient manual dexterity which permits the employee to operate use general office equipment;
- Personal mobility which permits the employee to move about a large sports and exhibition complex, work in confined spaces and enter, operate, and exit vehicles.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is most generally performed indoors;
- Occasionally exposed to outside weather during the fair, other outdoor events, or site inspections in nearly every type of climate and weather condition;
- The employee is occasionally exposed to wet and/or humid conditions;

- While performing the duties of this job, the employee may be exposed to moving mechanical parts and fumes or airborne particles;
- The noise level in the work environment varies from moderate to sporadically loud.

Accepted - Board of County Commissioners Date Stamp

B.O.C.C. Regular **8. b.**

Meeting Date: 11/04/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Sheriff's Office - 2 Appointments; **Detention Office** - 1 Appointment, 2 Terminations; **Road and Bridge** - 1 Appointment

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

Employer logo

Yellowstone County Commissioners
RECEIVED
OCT 27 2025

Hire/Personnel Action Form

Employee Information

Employee
Sharmon Johnson

Hire Information

Position Details Sheriff's Clerk (C) (5010)	Hire Req# 202500350	Job Type Full-Time Regular
Person ID 52755026	Job Class Sheriff's Clerk (C)	Pay Rate $18.46
Department Sheriff's Office	Job Class# 5010	HireDate 11/3/25
Division Sheriff Administration		

Comments

Funding: 2300.134.420170.111 @ 100%
replaces: Brown

Approvals

HUMAN RESOURCES	Kevin Gillen	10/27/25 7:38 AM
FINANCE	JENNIFER JONES	10/27/25 8:05 AM

Commissioners Action

	Approve	Disapprove
Chair	MM	
Member	MM	
Member		

Employer logo

Yellowstone County Commissioners
RECEIVED
OCT 23 2025

Hire/Personnel Action Form

Employee Information

Employee
Amanda Bonesteel

Hire Information

Position Details Evidence Coordinator (C) (5042)	Hire Req# 202500346	Job Type Full-Time Regular
Person ID 63399887	Job Class Evidence Coordinator (C)	Pay Rate $18.46
Department Sheriff's Office	Job Class# 5042	HireDate 11/3/25
Division N/A		

Comments

Funding:2300.131.420140.111 @ 100 %
replaces: Keithley

Approvals

HUMAN RESOURCES	Kevin Gillen	10/23/25 2:23 PM
FINANCE	JENNIFER JONES	10/23/25 2:24 PM

Commissioners Action

	Approve	Disapprove
Chair	MM	
Member		
Member	MPW	

Employer logo

Yellowstone County Commissioners
RECEIVED
OCT 28 2025

Hire/Personnel Action Form

Employee Information

Employee
Daren Higginbotham

Hire Information

Position Details
Equipment Operator I (D/E) (4020)

Person ID
54647440

Department
Public Works

Division
Road

Hire Req#
202500365

Job Class
Equipment Operator I (D/E)

Job Class#
4020

Job Type
Promotional

Pay Rate
$24.48

HireDate
11/1/25

Comments

replaces Chris O'Neill
2110.401.430200.111 promo from Equipment Service Worker

Approvals

HUMAN RESOURCES	Kevin Gillen	10/28/25 7:51 AM
FINANCE	JENNIFER JONES	10/28/25 8:01 AM

Commissioners Action

	Approve	Disapprove
Chair	MM	____
Member		____
Member	MTW	____

Employer logo

Yellowstone County Commissioners
RECEIVED
OCT 28 2025

Hire/Personnel Action Form

Employee Information

Employee
Casey Veatch

Hire Information

Position Details Detention Officer (D) (5090)	Hire Req# 202500314	Job Type Full-Time Regular
Person ID 64414462	Job Class Detention Officer (D)	Pay Rate $24.67
Department Sheriff's Office	Job Class# 5090	HireDate 11/17/25
Division Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Prisbe

Approvals

HUMAN RESOURCES	Kevin Gillen	10/28/25 10:43 AM
FINANCE	JENNIFER JONES	10/28/25 10:56 AM

Commissioners Action
Approve Disapprove

Chair MM ____
Member MM ____
Member ____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

---

Name: Isabelle Potter

Effective Date: 12/11/2025

Current Title: Control Operator

Gr. ____ Salary $ 21.63

Title Change: _____

Gr. ____ Salary $ _____

Check as Applicable:

Regular Full Time:	XX	New Hire:	___
Regular Part Time:	___	Rehire:	___
Temp Full Time:	___		
Temp Part Time:	___	Termination:	XX Voluntary
Seasonal Hire:	___	Promotion:	___
Replaces position Name_____	___	Transfer:	___
New Budgeted Position	___	Demotion:	___
Other:	___	Reclassification:	___

Funding: 2300 - 136 - 420200 - 111~~0~~15 Percent 100 New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

Elected Official/Department Head

10/24/2025
Date

Section 2

Human Resources:

Note: _____

Director Date

10.27.25

Finance:

Note: _____

Director Date

10.28.25

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Commissioner's Action

	Approve	Disapprove
Chair	MM	___
Member	MJW	___
Member		___

revised 02/13

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

---

Name: Davari Harris

Effective Date: 11/07/2025

Current Title: Detention Officer

Gr. ____ Salary $ 25.21

Title Change: _____

Gr. ____ Salary $ _____

Check as Applicable:

Regular Full Time:	xx	New Hire:	___
Regular Part Time:	___	Rehire:	___
Temp Full Time:	___		
Temp Part Time:	___	Termination:	xx
		Voluntary	
Seasonal Hire:	___	Promotion:	___
Replaces position Name_____	___	Transfer:	___
New Budgeted Position	___	Demotion:	___
Other:	___	Reclassification:	___

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

_____ 10/27/2025

Elected Official/Department Head — Date

Section 2

Human Resources:

Note: _____

Ken Gillen 10-27-25

Director — Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Director — Date

Commissioner's Action

	Approve	Disapprove
Chair	MM	___
Member	M.T.W	___
Member		___

revised 02/13

B.O.C.C. Regular
Meeting Date: 11/04/2025
Title: Board Minutes
Submitted By: Erika Guy

TOPIC:
Board Minutes - DUI Task Force October 2025

BACKGROUND:
See Attached

RECOMMENDED ACTION:
File

Attachments

Board Minutes

Yellowstone County DUI Task Force
PO Box 20982
Billings, MT 59104

Yellowstone County DUI Task Force Meeting Minutes
October 27, 2025

Present: Andy Beach, Karen Sylvester, Bob Drake, Andrew Loken, Gabby Thompson, Haley Swan, Brandon Ihde, Kent O'Donnell, Kacy Keith, Brennen Plucker, Travis Sylvester, Sam Atwood, Darla Tyler-McSherry. **Excused:** Kevin Holland, Jenna Solomon, Sam Morris, Ben Milam, Brandon Gatlin, Monty Wallis.

Brandon called the meeting to order at 12:07 PM. Members received the September meeting minutes via email. Kacy made a motion to approve the September meeting minutes without changes. Andy seconded. Motion carried.

Members received the latest budget reports via email. The group reviewed the current RFPs that run through December 31, and organizations have until January 30 to request reimbursement. Brennen stated the Montana Highway Patrol is almost back to full staffing so there is a good possibility they will utilize their approved funds.

Travis provided a social media update. The current focus is on hunting and holidays, especially Halloween. The Halloween messages focus on the 21+ crowd and the need for increased awareness of pedestrian traffic during this time. His team is working on messaging in November and December related to the Angel Tree event. As we transition from fall into winter, the message content is about 60% alcohol-focused, about 30% marijuana-focused, and 10% other-focused.

Brandon asked for new Conflicts of Interest. None were disclosed at this time.

Applications for the January-June 2026 RFP cycle are due November 1. The applications must include: 1) confirmation that the project/activity will take place in Yellowstone County; 2) demonstrate a clear nexus between DUI (interdiction, treatment, prevention) and the activity; and 3) include a detailed budget.

Award of Merit nominations are due November 1.

The Angel Tree/Award of Merit ceremony will take place Thursday, December 18. Gabby Thompson will connect with Ben Thompson, and Sam will check with County Attorney's Office regarding people to potentially honor at the event.

Kacy may have sourced a replacement for the tree used in the Courthouse Lobby to honor Angel Tree people. Kacy and Darla will coordinate.

The group discussed the upcoming holiday season and our long-standing media campaigns. Andy motioned to approve up to $5,000 to support this year's campaign utilizing both radio and TV. Kent seconded the motion. Motion approved.

The group discussed having a presence at this year's Holiday Parade. It will take place on Friday, November 28, and this year's theme is, "Rockin' Holidays". Haley will serve as Point Person for this project, with Gabby assisting. Andy made a motion to support Task Force involvement for up to $200. Kent seconded the motion. Motion approved.

We received a contract from the DoubleTree Hilton for the May 2027 Symposium. Brandon presented highlights of the contract for consideration. We have 366 days prior to the event to cancel without penalty. Sam motioned to approve the contract as is. Karen seconded. Motion approved.

Brandon provided a synopsis of the previous hour's Green Lab Planning Meeting. We've determined the dates will be September 23 and 24, 2026. We will use the First Interstate Training Center at no cost for the training site. We will utilize the DoubleTree Hilton and Sure Stay for guest room blocks. We are considering a $400 registration fee until March 1, then it will increase to $600. Brandon will work with his MHP training contact to determine if we utilize their DREs. This will be a major factor in determining whether we can proceed.

No new business was brought forward at this time.

Brandon asked for a motion to adjourn. Sam motioned to adjourn, with Andy seconding the motion. Motion carried.

Meeting adjourned at 12:50 PM.

Yellowstone County DUI Task Force
PO Box 20982
Billings, MT 59104

Yellowstone County DUI Task Force
Green Lab Planning Meeting
October 16, 2025

Brandon called the meeting to order at 11:06 AM.

The group decided upon the following dates:
Wednesday, September 23, and Thursday, September 24, 2026.

Extract Ed stated they need 3 months' notice if we decide to cancel the event. The group decided **June 22, 2026,** as the **Cutoff Date** for conference cancellation.

Travis will produce a "**Save the Date**" design as early as next week.

Our goal is to **minimize costs with MHP DREs** assist with instruction. Brandon will reach out to his MHP contact to secure their commitment.

The group agreed that **BPD, SO and MHP need to assess their organization's interest and commitment** before we proceed with devoting a lot more time and effort to this project.

In reviewing the invoices provided by Extract Ed for costs using our own instructors, the group has projected **a registration fee in the range of $400-$450 per person.** The cap is 25 attendees per day per Extract Ed. The group discussed a **90-day cancellation metric** for having **70% of available seats filled,** which means we would need **35 paid participants** by **June 22, 2026,** in order to hold the conference. ***No FINAL determinations have been made at this point in regard to "ripcord" numbers.***

The group discussed having food trucks available versus providing a catered lunch. **No firm plans have been set yet regarding food and beverages.**

We have room block information from the DoubleTree Hilton, Sure Stay, and the Northern. The group determined to utilize the **DoubleTree Hilton and Sure Stay** for room blocks for those needing overnight accommodations.

Travis will produce **a 1-page flyer with a website link where participants will pay.** Preliminary website names included "406GreenLab.com"

Homework:

- Brandon-MHP support via DRE instructor involvement
- Darla—First Interstate and room block cancellation information.
- Travis—Save the Date flyer, website name.
- MHP, SO, BPD—representatives confer with leadership re: commitment (participation and funding to send personnel to this training).
- All—What is our "ripcord" number needed by June 22, 2026, to move forward with or cancel event.