

COMMISSIONER MEETINGS

All meetings take place in the Commissioners Conference Room (308)
located in the Ostlund Building @ 2825 3rd Ave N (3rd Floor)
and are open to the public unless otherwise noted

THURSDAY - FEBRUARY 12, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Youth Services Center — Sam Bofto** — Additional Contract with Juvenile Probation
2. **Jennifer Mercer** - Off the Streets Presentation
3. **Elections** - January 2026 Monthly Update
4. **Treasurer** - Sundown Security Wrapped Coin Delivery Agreement
5. **Public Works** - Petition to Abandon Beaver Drive
6. **DES** - Ambulance Zone Assignment

COMMISSIONERS

1. Ostlund Building Window Tint
2. Commissioner Board Reports

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.*

CLOSED: Litigation update- Matta, Ellison

B.O.C.C Thursday Discussion

1.

Meeting Date: 02/12/2026

Title: Additional Contract with Juvenile Probation

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Youth Services Center — Sam Bofto — Additional Contract with Juvenile Probation

BACKGROUND:

An additional contract with Juvenile Probation would provide Chemical Dependency treatment to youth in the Laurel School District similar to Sean Dunn's therapeutic mentorship program. This is geared toward non-probationary youth in the Laurel School District.

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion

2.

Meeting Date: 02/12/2026

Title: Jennifer Mercer - Off the Streets Presentation

Submitted By: Erika Guy

TOPIC:

Jennifer Mercer - Off the Streets Presentation

BACKGROUND:

Presentation

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion

3.

Meeting Date: 02/12/2026

Title: January 2026 Monthly Update

Submitted By: Dayna Causby, Election Administrator

TOPIC:

Elections - January 2026 Monthly Update

BACKGROUND:

As part of our ongoing communication, I will be providing a monthly update from the Elections Office on the first week of each month.

RECOMMENDED ACTION:

for review

B.O.C.C Thursday Discussion

4.

Meeting Date: 02/12/2026

Title: Sundown Security Wrapped Coin Delivery Agreement

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Treasurer - Sundown Security Wrapped Coin Delivery Agreement

BACKGROUND:

With the Treasurer's Office moving to the Ostlund Building, it is no longer efficient or safe for an employee to walk to Wells Fargo to purchase wrapped coin. Sundown Security is able to add wrapped coin delivery to the deposit pickup service that they already provide the Treasurer's Office. The attached agreement is for the wrapped coin delivery service only.

RECOMMENDED ACTION:

Discuss

Attachments

Wrapped Coin Delivery Proposed Contract

ARMORED CAR SERVICE CONTRACT

THIS AGREEMENT is dated February 2, 2026, and is made and entered into by and between, **E & JK Enterprises Inc. dba SUNDOWN SECURITY**, 5364 Midland Road, Billings, MT 59101, hereinafter referred to as "COMPANY" and **Yellowstone County Treasurer**, PO Box 35010 Billings, MT 59107, hereinafter referred to as "CLIENT".

In consideration of the terms, conditions, and payments of this contract, the COMPANY and the CLIENT agree as follows:

1. The COMPANY agrees to call for and receive for and on behalf of the CLIENT, and to receipt therefore, sealed or locked shipments containing currency, coin, negotiable instruments, and other documents incident to the making of deposits or withdrawals (hereinafter called "PROPERTY"), and to transport and deliver same in like, condition to the consignee designated by CLIENT, between points in, and in accordance with, the service, liability, and compensation schedule below, or as stated in the attached, properly executed amendment(s) and/or exhibit(s): **SEE ATTACHED EXHIBIT 1.**

CHARGES: In consideration of the above specified deliveries and services to be rendered by the COMPANY, the CLIENT agrees to pay the COMPANY the cost listed on attached Exhibit 1 payable within twenty (20) days after billing for such services.

HOLIDAY SERVICE: The regular billing stated above does not include the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, which holidays are included in "SPECIAL TRIPS". Other special trips are defined as follows:

- A) Any service rendered because of earlier than usual closing time.
- B) When asked to return later because CLIENT'S unfinished deposit or staff availability.
- C) Any services on the above specified holidays or any service after 6:00 P.M.
- D) New Year's Eve and Christmas Eve, regardless of whether it is the CLIENT'S regular schedule.

The charge for special trip service will be the CLIENT'S per service rate plus location based Special Delivery fee (see Exhibit 1).

2. It is agreed between the CLIENT and the COMPANY that all property delivered into the care of the COMPANY to be securely sealed or locked and clearly labeled with the consignee's name and address, and that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to the COMPANY pursuant to this agreement. Any containers used for transporting property furnished by CLIENT shall be subject to the approval of the COMPANY. It is further agreed that liability shall commence when any shipment has been received and placed in the possession of the COMPANY and shall terminate when the same shall have been delivered to the designated consignee.

3. The COMPANY represents that it carries insurance in a responsible company covering its liability as stated in the contract for loss or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms, conditions, and limitations of the contract or contracts pertaining thereto, covers liability to third person for damage incurred to them by reason of accidents for which COMPANY is legally responsible. The COMPANY agrees to keep such insurance in full force during the full life of this contract. The COMPANY further agrees that it will maintain in force all necessary permits and licenses required by law and that it will comply with all municipal ordinances, state statutes, and federal laws which may be applicable to its operations.

4. CLIENT agrees that the contents of the containers shall not exceed (\$25,000.00), in the aggregate, nor shall the COMPANY be liable for an amount more than said sum, nor in any amount in excess of the insurance coverage applicable to the particular loss. CLIENT may request temporary limit increases with two (2) weeks written notice, and may experience additional special delivery fees, meeting COMPANY's insurance liability limits and/or requirements.



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5. The COMPANY agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property (hereinafter called "LOSS") from the time it is received by the COMPANY until such time as it is delivered to the consignee designated by the CLIENT to receive same, or, in the event of non-delivery, until its return to the CLIENT, but the COMPANY does not assume liability for property while in the safe(s) on the CLIENT'S premises.

The sole liability of the COMPANY in the event of loss from whatever cause, except as hereinafter further limited, shall be payment to the CLIENT of the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 4 of this contract for the designated shipment.

The CLIENT agrees with COMPANY that in the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said checks, COMPANY'S liability except as herein-after limited shall be the payment to the CLIENT of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include requests by CLIENT to the makers of the missing checks to issue duplicates and in the event the maker refuse to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the COMPANY and its assigns. It is further understood and agreed that the word "SHIPMENT" wherever used in this agreement shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one destination address.

6. The CLIENT agrees to advise the COMPANY, its agents, servants, and employees, in writing, as to the value of each container being transported on each delivery. The CLIENT herewith instructs the BANK to advise the COMPANY in writing as to the value of each container that the said BANK turns over to the COMPANY. It is specifically understood and agreed that the CLIENT shall be bound by the said declared value and that the COMPANY shall not be liable beyond the said declared and written value. It is further agreed that the property being transported always belong to the CLIENT. In the event of a discrepancy as between the CLIENT and the BANK concerning the contents of said containers being delivered by the COMPANY such discrepancy shall be resolved between the CLIENT and the BANK without the intervention of the COMPANY. The CLIENT agrees to notify the COMPANY in writing of any claims for loss within 72 hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within 30 days after delivery to the COMPANY of the Property in connection with which the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. The CLIENT further agrees to furnish proof of loss in a form satisfactory to the COMPANY or its insurer and promptly assist the COMPANY or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, the COMPANY, or its insurance company shall be subrogated to all the CLIENT'S rights and remedies of recovery, therefore.

7. Notwithstanding any other provisions of this agreement, it is agreed the COMPANY shall not be liable for any loss caused by or resulting from:

- (a) Radioactive Contamination and Explosive Nuclear Assemblies
 - (1) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.



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(2) Any legal liability of whatsoever nature, directly or indirectly caused or contributed to by or arising from:

- a) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear component thereof.

(b) Notwithstanding anything contained to the contrary herein it is agreed that the COMPANY shall not be liable for loss or damage directly or indirectly occasioned by, happening through or in consequence of:

- (1) War, Invasion, Acts of Foreign Enemies, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, confiscations, or Nationalization, or Requisition or Destruction of or damage to property by or under the order of any government or public or local authority.
- (c) Shortages claimed in the contents of the sealed or locked shipments.
- (d) Non-performance or delays; but the COMPANY agrees to be liable for the safety of any property received into its possession subject to the limitations and restrictions set forth herein.
- (e) The COMPANY shall not be liable to the CLIENT for failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance the COMPANY determines that in its judgment the same may danger the safety of CLIENT'S cargo or the COMPANY'S vehicle or employees.
- (f) Breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles.

8. The COMPANY shall be liable for completion of services based on pre-determined schedules, once CLIENT property is in possession by COMPANY. If the COMPANY cannot fulfill services as scheduled, immediate notification in writing will be provided to CLIENT, and include a reasonable timeline of completion.

9. While performing services for the CLIENT, COMPANY and its employees or agents may view information regarding the CLIENT, including nonpublic personal information (CLIENT's employee and/or customer information). The COMPANY acknowledges that such CLIENT Information is confidential and agrees that it will not in any manner disclose, reveal, or use the CLIENT Information for any purpose. This confidentiality provision shall survive the termination of this agreement.

Subsequently, while performing services for the CLIENT, the CLIENT and its employees or agents may view information regarding the COMPANY, including nonpublic operational and/or personal information (the COMPANY's employee and/or Client information). CLIENT acknowledges that COMPANY information is confidential and agrees that it will not in any manner disclose, reveal, or use the COMPANY information for any purpose. This confidentiality provision shall survive the termination of this agreement.



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Subject to the terms and conditions above, this agreement shall commence on February 3, 2026 and shall continue for a period of one (1) year. This agreement may be terminated by either party on thirty (30) days prior written notice. At the expiration of the time set forth in the preceding sentence, the agreement shall automatically be extended from month to month until terminated by either party on thirty (30) days prior written notice or until a new agreement is executed.

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

E & JK ENTERPRISES, INC. dba SUNDOWN SECURITY

Name: _____

Date: _____

Printed Name: _____

Title: _____

Yellowstone County Treasurer

Name: _____

Date: _____

Printed Name: _____

Title: _____



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EXHIBIT 1

SERVICE LOCATION	DAY OF THE WEEK/ROUTE	FREQUENCY	RATE	MONTHLY COST
CURRENCY DELIVERY				
Change order pick up at: Wells Fargo, Downtown Location	Wednesday	Weekly	\$28	\$122
Change order delivery at: Ostlund County Administration Building, Yellowstone County Treasurer's office				
			SUBTOTAL	\$122

ADDITIONAL SERVICES/FEES	MONTHLY COST
Fuel Surcharge (currently 2% of vehicle related fees) ***	\$5
Special Deliveries- off schedule, off route, service on site more than 15 minutes	\$45

TOTAL \$127

*** Fuel surcharge fees are subject to quarterly fuel price review. Fuel surcharges will not exceed 3% of delivery services (calculated on service fees requiring vehicle fleet use only) in 2025. Fuel surcharges are adjusted as follows:

1. 3% of vehicle required service fees for previous quarterly average fuel expense exceeding \$3.40/gallon.
2. 2% of vehicle required service fees for previous quarterly average fuel expense between \$3.00/gallon and \$3.39/gallon.
3. 1% of vehicle required service fees for previous quarterly average fuel expense between \$2.75/gallon and \$2.99/gallon.

If surcharge percent of vehicle required service fees falls below \$5, a \$5/month minimum will be charged.



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B.O.C.C Thursday Discussion

5.

Meeting Date: 02/12/2026

Title: Public Works - Petition to Abandon Beaver Drive

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Public Works - Petition to Abandon Beaver Drive

BACKGROUND:

Public Works received a petition for the abandonment of Beaver Drive in Zeiler Acreage Tracts, situated in Section 24 of Township 1S, Range 25E (southwest Billings).

Zeiler Acreage Tracts dedicated 60-feet of right-of-way for Beaver Drive. Beaver Drive extends from the west right-of-way off East Lane to the west for approximately 265-feet.

Beaver Drive is used as access to the property, addressed 2202 E Route 9 Ln, but has not been constructed to a County standard.

The abandonment is proposed to allow the property owner access to the home and garage without crossing, or parking on public right-of-way.

RECOMMENDED ACTION:

Discuss the proposed abandonment.

B.O.C.C Thursday Discussion

6.

Meeting Date: 02/12/2026

Title: Ambulance Zone Assignment

Submitted By: Derek Yeager

TOPIC:

DES - Ambulance Zone Assignment

BACKGROUND:

This is a 911-Emergency Ambulance Response Zone Service Agreement between Yellowstone County and Intermountain Heath ("St.V's) wherein the county will create a geographic zone referenced by 911 call takers to be used to deploy a St. V's ambulance to county medical calls, particularly in the eastern Shepherd, Huntley, Worden, Custer, and Haley Bench areas. St. V's has pursued a separate contract for lease of ambulances and facilities for housing and implementing service with a private volunteer fire company, Worden Fire Inc. This agreement simply lays out procedural expectations of the Ambulance Providers and allows for the creation of standard operating procedures to be provided to 911 regarding the same. There is no cost to the County. This is a procedural and organizational motion provided for under the County's statutory authority to do so as it relates to organziaing both EMS and 911 services that are at the sole discretion of the County.

RECOMMENDED ACTION:

Discuss, and approve the Agreement to be placed on the Regular Agenda.

Attachments

Ambulance Zone Agreement



Yellowstone County

911-Emergency Ambulance Response Zone

Service Agreement

This Ambulance Response Zone Service Agreement ("Agreement") is entered into this [] day of [] (the "Effective Date"), by and between **SCL Health – Montana** ("Ambulance Provider"), and **Yellowstone County**, a political subdivision of the State of Montana ("County").

WHEREAS, pursuant to the authorities of MCA, the County is authorized to organize, coordinate, and otherwise provide for emergency ambulance responses within any area of Yellowstone County outside of municipal boundaries or other legal entities which have established rural ambulance services, and through its 911 Public Safety Answering Point ("City/County Dispatch"), and there are various agencies wishing to become emergency ambulance providers within various areas of rural Yellowstone County;

WHEREAS, the Ambulance Provider is a duly and appropriately licensed ambulance provider, documents to be provided by the Ambulance Provider and inspected by the County, as attachment to this Agreement, and has the necessary equipment, training, staff, and expertise to provide such emergency ambulance services in accordance with this Agreement;

WHEREAS, on the terms and subject to the conditions set forth herein, Yellowstone County desires to organize, coordinate, and retain rural emergency ambulance services, and this Ambulance Provider desires to be retained by the County as the preferred provider of emergency ambulance services with respect to the provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE AMBULANCE PROVIDER

- 1.1. Preferred Provider; Provision of Services.** The Ambulance Provider is hereby designated by the County to be the preferred provider of emergency ambulance services within the County's "East Zone" ambulance service area. The Ambulance Provider agrees to provide emergency ambulance services in the answering of all 911 calls made to the Yellowstone City/County Dispatch to patients within the zone, and within and compliant to the terms and conditions set forth herein. The Ambulance Provider shall maintain sufficient ambulances and staffing to service the reasonable needs of the County within the zone on a twenty-four (24) hour a day basis, each day of the calendar year.

1.2. Timeliness of Service. The Ambulance Provider shall provide all emergency ambulance services hereunder on a timely basis. The Ambulance Provider shall be in compliance with this Section 1.2 so long as:

- a. **Dispatch Call-Basic Life Support:** For those calls taken by City/County Dispatch and coded as basic life support or “BLS,” the Ambulance Provider will be en route from time of call, plus no more than 3 minutes, no less than 95% of the time. Calls with en route times of greater than 5 minutes must be reported to City/County Dispatch.
- b. **Dispatched Call-Advanced Life Support:** For those calls taken by City/County Dispatch and coded as advanced life support or “ALS,” the Ambulance Provider will be en route from time of call, plus no more than 1 minute, no less than 95% of the time. Calls with en route times of greater than 1 minute must be reported to City/County Dispatch.
- c. **Dispatched Call-No Code to Stage:** For those calls taken by City/County Dispatch and coded as “no-code to stage,” the Ambulance Provider will be en route from the time of call, plus no more than 5 minutes, no less than 95% of the time. Calls with en route times of greater than 5 minutes must be reported to City/County Dispatch.
- d. **Delayed:** In the event that a response by the Ambulance Provider is to be delayed, for whatever reasons, the Ambulance Provider will immediately, and without delay, notify the City/County Dispatch Center of such delay with an estimated time of en route, and from what physical location the Ambulance Provider’s unit will be en route from, at that estimated time.
- e. **Divert:** In the event that a response to a call placed by the County is delayed, as notified by the Ambulance Provider pursuant to Item D above, and if another ambulance provider’s unit, regardless of affiliation, is physically more proximate than this Ambulance Provider’s unit, the City/County Dispatch may reallocate the call to send the more proximate unit.
- f. **Intervals:** The Ambulance Provider shall use commercially reasonable efforts to meet the response-time performance standards described in this Section. These standards represent operational goals and reporting thresholds, not guaranteed response times or contractual conditions, and failure to meet such standards shall not constitute a breach of this Agreement.

1.3. Mode of Response. The mode of response, to mean the utilization and manner of use of emergency lighting and audible warning devices, during transit by the Ambulance Provider’s personnel, shall occur subject to the Ambulance Provider’s policies and protocols except when City/County Dispatch indicates that a response is “no-code to stage” at which time the Ambulance Provider will respond without the utilization of lights and audible warning devices. The County expects such policies and protocols to be within the limitations prescribed by Montana Code Annotated, and the County shall not be held responsible for the individual operation of any of the Ambulance Provider’s units.

1.4. Incident Staffing and Coordination. The Ambulance Provider will be responsible for determining the number and types of ambulances necessary for any given call, in coordination with City/County Dispatch and other first responders, requiring ambulance transport services within the zone, and will be responsible for obtaining the number and type of ambulances necessary to adequately provide standard levels of care to those involved. The Ambulance Provider may form reciprocal or other arrangements to satisfy this need.

1.5. Communication Procedures. The Ambulance Provider will comply with the following minimum communication procedures as it regards standard communication between the Ambulance Provider and county emergency response personnel:

- a. **Radio Communication Channels:** The Ambulance Provider will ensure that each unit considered for the dispatch to county medical calls will maintain the radio channels referred to as DES West, DES East, DES Greeno, DES Custer, White, Tan, Gold, Neon, Red.
- b. **Dispatching of Emergency Call to the Ambulance Provider:** The Ambulance Provider will be alerted by City/County Dispatch of emergency calls requiring one or more of the Ambulance Provider's units within the zone by 1) CAD Alert and 2) radio page on DES Channels. It is expected that the Ambulance Provider will monitor those sources of alerting for emergency calls.
- c. **Acknowledgement of Call:** The Ambulance Provider will, upon receiving the alert, radio or phone confirm with City/County Dispatch the receipt of the alert and their intent to form response and provide the unit number responding or, if delayed, informed of the delay according to 1.2.C above. If no acknowledgement of the call is received within 3 minutes of the first alert, a second alert will be sent via the same sources. If no acknowledgement is received, then, the provisions of 1.2.d would apply.
- d. **Unit Status During Dispatch Time:** The Ambulance Provider will, after acknowledging the receipt of a call, maintain communication with City/County Dispatch and provide updates when and what the unit(s) are en route along with an ETA, when the unit(s) are on-scene, and when and where the units are transporting how many patients. When the unit is clear of the call and available for another, the unit will notify City/County Dispatch that such unit(s) are again available for the call.

1.6. Exigent Circumstances. The Ambulance Provider agrees that its deployment is subject to the County's Emergency Operations Plan and dispatching policies as such. Upon the occurrence of any significant incident, emergency, or disaster, during which the County Emergency Operations Plan is activated at any level, the Ambulance Provider may be called upon to provide services in areas outside of the assigned zone. In such instances, the Ambulance Provider shall use commercially reasonable efforts to provide what services it can to the County and as requested and able. The time terms of this Agreement, in these instances, shall not apply.

1.7. Certifications and Licenses. The Ambulance Provider shall maintain all certifications and licenses required by state or local governmental authorities in connection with the provision of emergency ambulance services.

1.8. Qualifications of Personnel. All personnel employed by the Ambulance Provider in connection with the furnishing of emergency ambulance services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state and federal laws.

1.9. Documentation. The Ambulance Provider shall provide to the County, upon reasonable written request, documentation sufficient to verify that its personnel and operations meet applicable licensure and certification requirements. The County's right to request documentation shall be limited to verification of compliance with state and local EMS regulations and shall not include internal personnel files or proprietary operational materials.

1.10. Insurance. During the Term of this Agreement, the Ambulance Provider shall maintain, at its own cost and expense, professional liability insurance and comprehensive general liability insurance in such amounts as may be required by applicable law or otherwise at its own discretion when the law is silent. The Ambulance Provider shall provide the County with satisfactory evidence of such insurance upon request.

1.11. County Notification and Ambulance Provider Participation. The Ambulance Provider shall keep the County advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Ambulance Provider's obligations under this Agreement. The Ambulance Provider agrees to meet with the County on an as needed basis to review such policies, procedures and activities. The Ambulance Provider agrees to participate, to the extent such is relevant, in County planning meetings regarding relevant topics for which may affect the Ambulance Provider.

1.12. Patient Valuables. The Ambulance Provider shall document the receipt of any patient's valuables, shall assure custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility. The County will not be held responsible for patient property in any case.

1.13. Rights of Patients for Emergency Ambulance Services. The Ambulance Provider agrees that it shall not discriminate in the provision of emergency ambulance services on the basis of a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against the Ambulance Provider.

1.14. Standard of Care. The Ambulance Provider shall use reasonable managerial and supervisory efforts to ensure that all emergency ambulance services are provided in an orderly and efficient manner and in accordance with applicable laws, rules, regulations, professional standards, and licensure requirements. Upon reasonable written request by the County, the Ambulance Provider shall provide the County with documentation sufficient to verify compliance with this Section; provided, however, that any such documentation shall be produced in a manner consistent with applicable privacy, confidentiality, HIPAA, medical-privacy, and attorney-client

or other legal privilege protections, and shall not include internal personnel files, proprietary materials, or records not reasonably necessary to verify such compliance.

1.15. Specialized Care/Events. Upon written request from the County, and subject to available qualified personnel, the Ambulance Provider may furnish specialized care or standby services for special events. Such services shall not impair required emergency response capabilities, and the County shall be responsible for any additional costs unless otherwise agreed in writing. All services shall comply with applicable privacy and confidentiality laws, and no PHI shall be disclosed except as permitted by law.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.1. Preferred Provider. The Ambulance Provider is hereby designated by the County to be the preferred provider of emergency ambulance services within the County's "East Zone" ambulance service area. The County agrees to organize the dispatch of the Ambulance Provider's emergency ambulance services in the answering of all 911 calls made to the Yellowstone City/County Dispatch to patients within the zone, and within and compliant to the terms and conditions set forth herein. The Ambulance Provider will be notified of all such calls requiring emergency ambulance services within the zone on a twenty-four (24) hour a day basis, each day of the calendar year.

2.2. Ambulance Provider Notification. The County shall keep the Ambulance Provider advised of its policies, procedures and activities to the extent the same are relevant to the performance of the Ambulance Provider's obligations under this Agreement. The County agrees to meet with the Ambulance Provider on an as needed basis to review such policies, procedures and activities, or no less than once annually.

2.3. Payment of Services. There will be no payment of expenses or changing hands of public funding for the purposes noted within the context of this Agreement. Nothing herein prevents the Ambulance Provider from seeking financial support from existing other fire and rescue entities within the assigned, or any other, zone within the geographical boundaries of Yellowstone County so long as the purposes of this Agreement remain in place.

2.4. Preferred, but Non-Exclusive Provider. The County and the Ambulance Provider acknowledge and agree that this Ambulance Provider is not the exclusive provider of emergency ambulance services within the areas subject to the jurisdiction of Yellowstone County for these purposes. Subject to the provisions and intent of this Agreement, the County retains sole and absolute discretion to use this Ambulance Provider or another ambulance provider. Nothing herein prevents the Ambulance Provider from approaching the County seeking greater levels of coverage or responsibility.

2.5. Further Contracts/Agreements. During the Term hereof, the County agrees that it shall not enter into any contract or agreement for the provision of like services on terms that are more favorable to another ambulance provider than the terms set forth herein (e.g., at a compensated rate, county subsidy, etc.). During the Term hereof, the County further agrees that it shall not designate any other ambulance provider as a preferred provider of emergency ambulance services

within the assigned zone without good and sufficient cause, such as failure to act, repeated delays, patient care and services, interaction with other responders, or like concern which otherwise is not remedied. For clarity, nothing in this Section shall be construed to require the County to provide any subsidy, payment, or other remuneration to the Ambulance Provider, nor to restrict the County's ability to comply with applicable procurement or public-safety laws.

2.6. Supervision of Emergency Services. The County performs supervision over emergency services within the geographical boundaries of the county and to the extent law provides for the same. Conflicts, issues, coordination, and facilitation of emergency services within such areas and instances remain the sole and absolute discretion of the County. As or if such issues were to arise within the context of this Agreement, the County and the Ambulance Provider shall cooperate in good faith to resolve such issues using reasonable means to facilitate the continuance of this arrangement. The County's supervisory discretion shall not require the Ambulance Provider to act in a manner inconsistent with applicable law, medical direction, clinical protocols, licensure requirements, or patient safety.

ARTICLE III TERM AND TERMINATION

3.1. Term and Review. The term of this Agreement (the "*Term*") shall commence on the Effective Date and shall continue in full force and effect for a period of ten (10) years thereafter, unless earlier terminated in accordance with this Agreement.

3.2. Renewal. Provided this Agreement has not otherwise been terminated pursuant to this Agreement, the Term shall automatically be extended for successive one (1) year periods, unless a party delivers written notice to the other party of its intention not to renew this Agreement, which notice must be delivered not more than one hundred twenty (120) days nor less than forty five (45) days prior to expiration of the then-current Term.

3.3. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. Notwithstanding the foregoing, if the breach is not reasonably curable within thirty (30) days, the breaching party shall have such additional time as is reasonably necessary to cure the breach, provided it begins cure within the original thirty (30) day period and diligently continues to completion.

3.4. Termination for Convenience. This Agreement may be terminated by either party, for any reason or no reason upon one hundred twenty (120) days' prior written notice to the other party.

ARTICLE IV INDEMNIFICATION, ADMINISTRATION, AND LEGAL

4.1. Indemnification by Ambulance Provider. The Ambulance Provider hereby agrees to indemnify, defend, and hold harmless the County, its officers, directors, principals, employees, agents, from and against any and all third-party claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "*Losses*") incurred,

suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of the Ambulance Provider and (ii) the Ambulance Provider's performance of its obligations under this Agreement.

4.2. Indemnification by County. The County hereby agrees to indemnify, defend, and hold harmless the Ambulance Provider, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of the County and (ii) the County's performance of its obligations under this Agreement.

4.3. Independent Contractor. Except as may be required by the rules and regulations and law, the Ambulance Provider, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

4.4. Final Agreement; Amendments; Waivers. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

4.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

4.6. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), e-mail with read receipt, or by other nationally recognized overnight courier service to the other parties at the addresses listed below:

COUNTY:

Name –

Address –

E-mail –

AMBULANCE PROVIDER:

Name –

Address –

E-mail –

4.7 Confidentiality. Each party shall maintain the confidentiality of any non-public information received from the other party in connection with this Agreement, except as required by law, including public-records laws, HIPAA, or other applicable privacy regulations.

4.8 General Compliance with Laws. Both parties will comply with all applicable federal, state, and local laws, statutes, regulations, rules, orders, and ordinances that are now in effect or

enacted, amended, or promulgated hereafter. Nothing in this Agreement is intended or shall be construed to constitute remuneration or to influence the referral of patients or business reimbursable by Federal health care programs.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflict of laws principles.

4.10 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labor shortages, supply-chain disruptions, widespread communication or utility failures, or governmental orders. The affected party shall notify the other as soon as reasonably practicable and shall use commercially reasonable efforts to resume performance.

4.11 Assignment. This Agreement is not assignable without the prior written consent of the other party. Notwithstanding, the foregoing, the Ambulance Provider may assign this Agreement to its affiliate, Intermountain Medical Transport, LLC, provided that (i) the assignee assumes all of Ambulance Provider's obligations under this Agreement, and (ii) the Ambulance Provider provides County with written notice of the assignment together with a copy of the assignment document.

4.12 Miscellaneous. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by original signature, or facsimile or electronic PDF copy, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:

YELLOWSTONE COUNTY,
a political subdivision of the State of Montana

AMBULANCE PROVIDER:

SCL HEALTH - MONTANA,
a Montana non-profit corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

B.O.C.C Thursday Discussion

1.

Meeting Date: 02/12/2026

Title: Ostlund Building Window Tint

Submitted By: Erika Guy

TOPIC:

Ostlund Building Window Tint

BACKGROUND:

Discuss window tint on south facing walls.

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion

Meeting Date: 02/12/2026

Title: CLOSED: Litigation update- Matta, Ellison

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

CLOSED: Litigation update- Matta, Ellison

BACKGROUND:

CLOSED

RECOMMENDED ACTION:

Agenda Item
