

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 - OCTOBER 15, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. IT -
 - a. IT is requesting the creation of the new role of "Training and Support Coordinator"
 - b. Change to Yellowstone County telephone service provider
 - c. Additional security measure applied to Yellowstone County e-mail systems
 - d. New Lumen Network Service Contract
 - e. Montana DES Cybersecurity grant funds awarded to Yellowstone County
2. **Public Works** - Road Use and Maintenance Agreement to Mitigate Impacts to Heiken Road and Buffalo Trail Road

COMMISSIONERS

1. Animal Control Operations with the City of Billings
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. Public comment is limited to 3 minutes per individual.*

Closed - Human Resources Personnel Matter

Meeting Date: 10/15/2026

Title: Creation of New Role on IT Team

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

IT is requesting the creation of the new role of "Training and Support Coordinator"

BACKGROUND:

IT Training & Support Coordinator — Position Background

The IT Training & Support Coordinator is a full-time, non-exempt position graded at H. The role has two main responsibilities:

1. Support team coordination. Lead the IT Support team so that support requests are resolved on time and team members keep up with their secondary duties.
2. Countywide technical training. Work with the IT Director and Yellowstone County department heads to build training programs for new hires and continuing education for current employees. Planned topics include:

- Cybersecurity awareness
- Microsoft Word, Outlook, Excel, Teams, etc.
- Time Force and other time clock applications
- MVD CARS
- Treasurer's Taxwise system
- Clerk & Recorder Eagle Recorder
- Public Works permit application
- Any application or system identified by a department head requiring training resources

Turnover is costly: Gallup estimates that replacing an employee costs between one-half and two times that employee's annual salary.¹ Employers increasingly recognize training as the answer—in LinkedIn's 2025 Workplace Learning Report, organizations ranked providing learning opportunities as their No. 1 retention strategy.²

¹ Gallup, "This Fixable Problem Costs U.S. Businesses \$1 Trillion," March 13, 2019.

² LinkedIn Learning, Workplace Learning Report 2025.

RECOMMENDED ACTION:

I recommend the Commissioner's approval of the new role IT Training & Support Coordinator as a grade H level position. This is not a new FTE, but a new role to be taken on by an existing member of the IT Department.

Attachments

Job Description - Training & Support

JOB DESCRIPTION

IT Support Operations & Training Coordinator

Senior-Level | Information Technology Department

Classification	IT Training & Support Coordinator
Department	Information Technology
Reports To	IT Director
FLSA Status	Non-Exempt
Employment Type	Full-Time
Grade	H

Position Summary

The IT Training & Support Coordinator serves as the lead member of the County's IT Support team, bridging the gap between technical systems and end users. This senior-level role is responsible for designing and delivering employee technology training, providing application-focused user support, and maintaining a centralized knowledge base that promotes operational consistency across all County departments. The Coordinator works closely with the IT Director and department leadership to ensure that staff are equipped, confident, and compliant in their use of County systems and data practices.

Essential Functions & Responsibilities

Technology Training & Onboarding

- Conduct technology onboarding for new employees and coordinate with HR to align training with County onboarding processes.
- Produce clear, accessible training materials including user guides, quick-reference sheets, instructional videos, and workflow documentation.
- Maintain a training schedule, track attendance, and adjust content based on user feedback and evolving operational needs.
- Adapt training delivery to varying skill levels, ensuring all users can perform required tasks efficiently and accurately.
- Coordinate content and delivery of mandatory security training.

Application Support & User Assistance

- Provide application-focused support with an emphasis on how-to guidance, workflow clarification, and user education.
- Assist departments in understanding new features, system updates, and technology changes.
- Identify recurring user issues and develop targeted training or documentation to reduce repeat support tickets.
- Support new software rollouts by preparing training plans, readiness assessments, and user communications.

Team Leadership & Performance

- Define and monitor key performance indicators (KPIs) for the Support team as measures of overall effectiveness in serving County users.
- Collaborate with the IT Director to implement policy and procedure improvements that promote continued team development and service quality.
- Serve as a senior resource and informal mentor for other support team members.
- Monitor help desk ticket queues to ensure timely resolution, appropriate prioritization, and consistent service quality across the support team.
- Create agendas for and lead weekly support team meetings, facilitating discussion of priorities, ongoing issues, and operational updates.
- Track support team project progress, providing status updates to the IT Director and proactively identifying risks or scheduling conflicts.
- Approve and schedule time-off coverage for support team members, ensuring adequate staffing levels and continuity of service.
- Manage scheduling of rotations for service location, primary support, and on call schedules.
- Onboard and train new support team members, orienting them to County systems, workflows, ticketing procedures, and service standards.

Documentation & Knowledge Management

- Maintain a centralized repository of training materials, user guides, and support documentation.
- Standardize workflows and best practices to improve operational consistency across departments.
- Ensure all materials accurately reflect current system versions, County policies, and cybersecurity requirements.

Stakeholder Collaboration & Project Participation

- Work with department leadership to identify training needs, skill gaps, and process improvement opportunities.
- Participate in project teams for new system implementations, ensuring user training is integrated into project timelines and go-live plans.
- Coordinate with HR, IT Support staff, and system administrators to align training initiatives with operational priorities.

Cybersecurity & Compliance Awareness

- Integrate cybersecurity best practices into all training content and user communications.
- Reinforce County policies related to data handling, password hygiene, phishing awareness, and secure system use.
- Update training materials proactively as cybersecurity threats and County policies evolve.

Help Desk Coverage & Technical Support

- Assist with front-line help desk activities during peak demand, staff shortages, or high-priority incidents.
- Respond to support requests in alignment with established coverage expectations and response-time standards.
- Perform basic troubleshooting for hardware, software, and account-related issues before escalating to appropriate technicians.
- Document support interactions accurately and maintain clear, complete ticket records.
- Participate in rotating on-call or after-hours support schedules if assigned.

Minimum Qualifications

Education

- Associate's degree in Information Technology, Computer Science, Business, or a related field; or an equivalent combination of education and experience.
- Bachelor's degree preferred.

Experience

- Minimum five (5) years of experience in IT support, end-user training, or a related role.
- Demonstrated experience developing training materials and delivering technology instruction to diverse audiences.
- Experience working in a government, public sector, or similarly structured organization is preferred.

Knowledge, Skills & Abilities

- Strong verbal and written communication skills; ability to explain technical concepts to non-technical users.
- Proficiency with Microsoft 365 applications and common enterprise IT systems.
- Familiarity with help desk ticketing systems and IT service management (ITSM) practices.
- Working knowledge of cybersecurity awareness principles and data handling best practices.
- Ability to manage multiple priorities, adapt to changing needs, and work effectively across departments.
- Strong organizational skills and attention to detail in documentation and recordkeeping.

Preferred Qualifications

- Certifications such as CompTIA A+, Microsoft 365 Certified, or comparable credentials.
- Experience with e-learning authoring tools (e.g., Articulate, Camtasia, or similar).
- Familiarity with KPI development and performance reporting for IT service functions.
- Experience with enterprise resource planning (ERP) or similar County-wide systems.

Work Environment & Physical Requirements

Work is primarily performed in an office environment with regular use of computers and standard office equipment. Occasional travel between County facilities may be required. Position may require sitting for extended periods, with some light lifting (up to 25 lbs.) for equipment handling. Reasonable accommodation may be made for individuals with disabilities.

This job description is not intended to be all-inclusive. The County reserves the right to revise or change job duties as the need arises. This document does not constitute a written or implied contract of employment.

B.O.C.C Thursday Discussion

1. b.

Meeting Date: 10/15/2026

Title: Yellowstone County Telephone Service Change

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

Change to Yellowstone County telephone service provider

BACKGROUND:

Yellowstone County currently relies on several aging Lumen PRI circuits for incoming and outgoing telephone service. PRI use has declined significantly across the industry as organizations move to SIP services, which offer greater flexibility, built-in redundancy, and lower costs. Over the past 15 months, the County has experienced at least four major telephone outages caused by Lumen services. In addition, Lumen announced in July 2026 that it will no longer sell telephony services.

IT researched SIP carrier options and obtained several quotes and build options to replace the Lumen services. We would like to move forward with Cerium Cloud Connect, a fully managed cloud SIP solution. It will integrate with our existing telephone system and position the County to transition easily to a modern phone system in the future. The Cerium solution uses multiple SIP carriers for redundancy, which should greatly reduce the risk of future calling outages. It is also less expensive, saving approximately \$1,300 per year compared to our current costs.

New monthly cost: \$2,530

Installation Cost: \$1,160.98

RECOMMENDED ACTION:

It is recommended the Commissioners approve the migration to the new telephone carrier service on a month-to-month contract.

Attachments

Yellowstone County Calling Services



Date: October 8, 2026
Order #: ORD000207957
Quote #: QUO-08538-J2X8F8
Contact: Derek Eaton
(406) 255-2237
deaton@ceriumnetworks.com

PREPARED FOR

Yellowstone County, MT
Larry Ziler
+14062541918

SHIP TO

Ostlund Building
2825 3rd Ave North
6th Floor
Billings, MT 59101 MT

One Time Expenses

Hardware and Software

<u>Qty</u>	<u>SKU</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
900	MOM-MISC	TLS Basic IP e911 DID (NRC)	\$ 1.00	\$ 900.00
64	MOM-MISC	TLS Basic IP Trunk (NRC)	\$ 4.00	\$ 256.00
2	MOM-MISC	TLS Dedicated Basic IP Toll Free DID (NRC)	\$ 2.49	\$ 4.98
Install Total				\$ 1,160.98

Recurring Expenses

Subscriptions and Contracts

<u>Qty</u>	<u>SKU</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10	AL-PLTC-UC-EU/M1	AudioCodes Seat License	\$ 1.92	\$ 19.20
64	AL-CAD/1S/40-100/36	Session add-on: 40-100 sessions – per session/month (36-month term)	\$ 8.50	\$ 544.00
500	MOM-MISC	TLS Basic IP e911 DID (Dynamic)	\$ 0.50	\$ 250.00
400	MOM-MISC	TLS Basic IP e911 DID (Reserved)	\$ 0.25	\$ 100.00
64	MOM-MISC	TLS Basic IP Trunk (TLS)	\$ 16.00	\$ 1,024.00
2	MOM-MISC	TLS Dedicated Basic IP Toll Free DID	\$ 4.95	\$ 9.90



Managed Services and Support Contracts

	Description	Price
1	CSC - SELECT MANAGED SERVICES COLLAB - SYSTEM MANAGEMENT CSC - SELECT MANAGED SERVICES COLLAB - MONITORING AND INCIDENT RESPONSE	\$ 582.25

Recurring Total	\$2,529.35
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INSTALL TOTAL \$ 1,160.98

MONTHLY TOTAL \$ 2,529.35

Changes made to this quote may result in price changes based on manufacturer current pricing. Cerium reserves the right to cancel quotes and/or orders in the event of price changes. Cerium Networks will make every effort to provide advance notice regarding any pricing adjustments resulting from tariffs imposed on product imports. However, due to limited visibility into these changes, prices may be subject to modification with minimal notice.

Taxes and shipping fees are estimated, and final costs will be billed upon final invoicing. Additional handling and/or other fees may apply. Expedited shipping is subject to additional charges.

Advanced payment (AP) is required prior to equipment/subscription ordering and/or resource assignments for projects based on included components for this order.

Hardware and software products are generally covered by the manufacturer, from the time when the product is shipped. These warranty times may vary. Please refer to manufacturer warranty policy for more specific information.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law. All subscriptions listed above will automatically renew at the end of each term unless client provides written notice of termination to orders@ceriumnetworks.com at least forty-five 45 days prior to the end of the relevant term. If notification is not received, the subscription will be renewed and invoiced for the term and amount itemized in this quote.

By signing below, I acknowledge that I am permitted to authorize Cerium Networks to order the items listed above.

Authorized Signature	Printed Name	Date

B.O.C.C Thursday Discussion

1. c.

Meeting Date: 10/15/2026

Title: Addition to County E-Mail Security Policy

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

Additional security measure applied to Yellowstone County e-mail systems

BACKGROUND:

E-Mail is heavily used by malicious threat actors in their attempts to gain access to secure systems. One e-mail method utilized, known as impersonation, is to send e-mails that appear to be from County Commissioners or other County leadership hoping to fool County members into dropping their guard. An effective method to combat these types of attacks is the addition of a simple line of text to the top of all e-mails coming from outside the County. The addition of this text encourages users to be more cautious regarding opening attachments or clicking links from outside sources. Below is the recommended text to be added.

This message was delivered from a source outside of the Yellowstone County secured e-mail system.
Please exercise caution when opening attachments or clicking links within this message

RECOMMENDED ACTION:

It is the recommendation of the IT department to adopt this text to be auto applied to all e-mails incoming from outside Yellowstone County email systems.

Meeting Date: 10/15/2026

Title: New Network Service Contract

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

New Lumen Network Service Contract

BACKGROUND:

Yellowstone County currently has sixteen Lumen contracts for internet and fiber network connectivity across its locations, at a combined monthly cost of \$12,485.60. I recommend consolidating these contracts into a combination of Lumen's Network-as-a-Service (NaaS) and cellular internet services.

Under this proposal, Lumen NaaS IQ Ports would consolidate and replace the existing Lumen circuits at MetraPark, the Youth Services Center, the County Courthouse, and the County Detention Center. Cellular internet service would replace the existing low-speed Lumen circuit at the Junk Vehicle site with high-speed connectivity. Cellular internet would also be installed at the Youth Services Center and County Detention Center to provide failover for these 24/7 facilities.

Lumen NaaS gives the County IT Department direct, on-demand control of network and internet services at each location, which reduces our dependence on Lumen technicians to configure routing services. IT can also raise or lower service speeds as needed, improving both performance and cost control.

The new Lumen contracts have a one-year term and have been reviewed by Steve Williams, who identified no issues.

Cost Analysis

Current Monthly Cost: \$12,485.60

Projected Monthly Cost: \$7,552.27

Projected Monthly Savings: \$4,933.33

Projected Annual Savings: \$59,199.96

RECOMMENDED ACTION:

It is recommended the County Commissioners approve the implementation of these changes by approving the new Lumen contracts.

Attachments

Lumen NaaS Contracts

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

This Order Addendum ("Addendum") is entered into between **LUMEN** and **YELLOWSTONE COUNTY MT** ("Customer") as of the last date of signature below ("Addendum Effective Date") and modifies the **SERVICE ORDER NO. DOC- 0001746416**, a copy of which is attached hereto as EXHIBIT A (the "Order(s)"). The purpose of this Addendum is to add the following terms and conditions related to the Lumen On-Demand Where You Demand It Promotion ("Offer"). "Lumen" is defined for purposes of this Addendum as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under the Order(s). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Order(s) or the Agreement.

1. Definitions

"Eligible Service" means Internet On-Demand (IoD) or Ethernet Fabric Connect (EFC) Service and the associated Fabric Port. Excludes 1mbps IoD Service and optional add-on features. Customer must purchase Fabric Port for a minimum term commitment of twelve months.

"Eligible Customer" means business customers purchasing one new Fabric Port and IoD or EFC Service in one or more eligible continental U.S. on-net or off-net locations. Lumen reserves the right to determine in its sole discretion whether a customer is an Eligible Customer.

"Order Period" means Customer must submit the Order for the Fabric Port between August 1, 2026 and October 30, 2026.

2. Promotional Credits. If an Eligible Customer orders Eligible Service within the Order Period, Customer will receive ONE credit (the "Credit"), which will be applied to the bandwidth charges for the On-Demand Service. The Credit will be equal to 100% of the bandwidth charges during months 1-3 of the Fabric Port service term for the On-Demand Service only and will not apply to the monthly recurring charges for the Fabric Port. The Credit will appear on the 5th invoice following the installation of the Fabric Port. Taxes, fees, surcharges, and non-recurring charges are not included.

3. Eligibility and Restrictions. All other terms and conditions in the Order(s) remain in effect. Customer must activate the IoD or EFC Service within 30 days of the Fabric Port installation. Customer must remain in good credit standing and Offer may terminate if Customer changes their account in any manner including, but not limited to, their service location. Lumen may change the terms of the Offer and may modify or cancel the terms of the Offer at any time without notice. Customer will be eligible for bandwidth credits for each Fabric Port and On-Demand Service combination ordered within the Order Period. Applies to On-Demand Service billed on an hourly basis and On-Demand Service billed under a term-based billing model. May not be combined with other special offers or promotions. Pricing is valid for the duration of the term displayed on the Order and will not apply to renewal orders. If there is a conflict between this Addendum and the Order, the terms of this Addendum will govern. This Addendum will only apply to the Order(s) identified above and will not apply to any other orders.

By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Addendum.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A
LUMEN TECHNOLOGIES GROUP**

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 26 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

Version: July 31, 2026
Lumen Internal Use – **DSR1204041**

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

Customer Information and Contract Specifications**Customer Name:** YELLOWSTONE COUNTY MT**Account Number:** 3-A27692**Currency:** USD**Monthly Recurring Charges (MRC):** \$310.00**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
217 N 27TH ST BILLINGS MONTANA 59101 1939 UNITED STATES	Lumen Fabric Port - 1 Gbps	New	12	1	\$310.00	\$0.00	\$310.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included - Service Level = 24x7x4 NaaS Enabled			1		\$0.00		\$0.00	USA
	Subtotal						\$310.00	\$0.00	
	Totals						\$310.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

For Fabric Port services, by signing this Order Customer also acknowledges and agrees to the additional digital terms located at <https://www.lumen.com/en-us/about/legal/digital-platform.html>

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

Customer: YELLOWSTONE COUNTY MT
Total MRC: \$310.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 08-25-2026

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

This Order Addendum ("Addendum") is entered into between **LUMEN** and **YELLOWSTONE COUNTY MT** ("Customer") as of the last date of signature below ("Addendum Effective Date") and modifies the **SERVICE ORDER NO. DOC- 0001746406**, a copy of which is attached hereto as EXHIBIT A (the "Order(s)"). The purpose of this Addendum is to add the following terms and conditions related to the Lumen On-Demand Where You Demand It Promotion ("Offer"). "Lumen" is defined for purposes of this Addendum as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under the Order(s). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Order(s) or the Agreement.

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"Order Period" means Customer must submit the Order for the Fabric Port between August 1, 2026 and October 30, 2026.

2. Promotional Credits. If an Eligible Customer orders Eligible Service within the Order Period, Customer will receive ONE credit (the "Credit"), which will be applied to the bandwidth charges for the On-Demand Service. The Credit will be equal to 100% of the bandwidth charges during months 1-3 of the Fabric Port service term for the On-Demand Service only and will not apply to the monthly recurring charges for the Fabric Port. The Credit will appear on the 5th invoice following the installation of the Fabric Port. Taxes, fees, surcharges, and non-recurring charges are not included.

3. Eligibility and Restrictions. All other terms and conditions in the Order(s) remain in effect. Customer must activate the IoD or EFC Service within 30 days of the Fabric Port installation. Customer must remain in good credit standing and Offer may terminate if Customer changes their account in any manner including, but not limited to, their service location. Lumen may change the terms of the Offer and may modify or cancel the terms of the Offer at any time without notice. Customer will be eligible for bandwidth credits for each Fabric Port and On-Demand Service combination ordered within the Order Period. Applies to On-Demand Service billed on an hourly basis and On-Demand Service billed under a term-based billing model. May not be combined with other special offers or promotions. Pricing is valid for the duration of the term displayed on the Order and will not apply to renewal orders. If there is a conflict between this Addendum and the Order, the terms of this Addendum will govern. This Addendum will only apply to the Order(s) identified above and will not apply to any other orders.

By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Addendum.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A
LUMEN TECHNOLOGIES GROUP**

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 31 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

Version: July 31, 2026
Lumen Internal Use – **DSR1204036**

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

Customer Information and Contract Specifications**Customer Name:** YELLOWSTONE COUNTY MT**Account Number:** 3-A27692**Currency:** USD**Monthly Recurring Charges (MRC):** \$310.00**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
308 6TH AVE N BILLINGS MONTANA 59101 1500 UNITED STATES	Lumen Fabric Port - 1 Gbps	New	12	1	\$310.00	\$0.00	\$310.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included - Service Level = 24x7x4 NaaS Enabled			1		\$0.00		\$0.00	USA
	Subtotal						\$310.00	\$0.00	
	Totals						\$310.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

For Fabric Port services, by signing this Order Customer also acknowledges and agrees to the additional digital terms located at <https://www.lumen.com/en-us/about/legal/digital-platform.html>

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

Customer: YELLOWSTONE COUNTY MT
Total MRC: \$310.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 08-25-2026

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

This Order Addendum ("Addendum") is entered into between **LUMEN** and **YELLOWSTONE COUNTY MT** ("Customer") as of the last date of signature below ("Addendum Effective Date") and modifies the **DOC-0001746440**, a copy of which is attached hereto as EXHIBIT A (the "Order(s)"). The purpose of this Addendum is to add the following terms and conditions related to the Lumen On-Demand Where You Demand It Promotion ("Offer"). "Lumen" is defined for purposes of this as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under the Order Addendum (s). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Order(s) or the Agreement.

1. Definitions

"Eligible Service" means Internet On-Demand (IoD) or Ethernet Fabric Connect (EFC) Service and the associated Fabric Port. Excludes 1mbps IoD Service and optional add-on features. Customer must purchase Fabric Port for a minimum term commitment of twelve months.

"Eligible Customer" means business customers purchasing one new Fabric Port and IoD or EFC Service in one or more eligible continental U.S. on-net or off-net locations. Lumen reserves the right to determine in its sole discretion whether a customer is an Eligible Customer.

"Order Period" means Customer must submit the Order for the Fabric Port between August 1, 2026 and October 30, 2026.

2. Promotional Credits. If an Eligible Customer orders Eligible Service within the Order Period, Customer will receive ONE credit (the "Credit"), which will be applied to the bandwidth charges for the On-Demand Service. The Credit will be equal to 100% of the bandwidth charges during months 1-3 of the Fabric Port service term for the On-Demand Service only and will not apply to the monthly recurring charges for the Fabric Port. The Credit will appear on the 5th invoice following the installation of the Fabric Port. Taxes, fees, surcharges, and non-recurring charges are not included.

3. Eligibility and Restrictions. All other terms and conditions in the Order(s) remain in effect. Customer must activate the IoD or EFC Service within 30 days of the Fabric Port installation. Customer must remain in good credit standing and Offer may terminate if Customer changes their account in any manner including, but not limited to, their service location. Lumen may change the terms of the Offer and may modify or cancel the terms of the Offer at any time without notice. Customer will be eligible for bandwidth credits for each Fabric Port and On-Demand Service combination ordered within the Order Period. Applies to On-Demand Service billed on an hourly basis and On-Demand Service billed under a term-based billing model. May not be combined with other special offers or promotions. Pricing is valid for the duration of the term displayed on the Order and will not apply to renewal orders. If there is a conflict between this Addendum and the Order, the terms of this Addendum will govern. This Addendum will only apply to the Order(s) identified above and will not apply to any other orders.

By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Addendum.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A
LUMEN TECHNOLOGIES GROUP**

YELLOWSTONE COUNTY MT



Authorized Signature

Authorized Signature

Shrabana Bhatta

Name Typed or Printed

Name Typed or Printed

Lumen Marketing Solutions

Title

Title

Aug 27, 2026

Date

Date

Version: July 31, 2026
Lumen Internal Use – **DSR1204040**

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

Customer Information and Contract Specifications

Customer Name: YELLOWSTONE COUNTY MT
Account Number: 3-A27692

Currency: USD
Monthly Recurring Charges (MRC): \$310.00
Non Recurring Charges (NRC): 0

Description	ID
Existing Circuit ID	445682234

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
410 S 26TH ST BILLINGS MONTANA 59101 4163 UNITED STATES	Lumen Fabric Port - 1 Gbps	New	12	1	\$310.00	\$0.00	\$310.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included - Service Level = 24x7x4 NaaS Enabled			1		\$0.00		\$0.00	USA
	Subtotal						\$310.00	\$0.00	
	Totals						\$310.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

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1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

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11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

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For Fabric Port services, by signing this Order Customer also acknowledges and agrees to the additional digital terms located at <https://www.lumen.com/en-us/about/legal/digital-platform.html>

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Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

Customer: YELLOWSTONE COUNTY MT
Total MRC: \$310.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 08-25-2026

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

This Order Addendum ("Addendum") is entered into between **LUMEN** and **YELLOWSTONE COUNTY MT** ("Customer") as of the last date of signature below ("Addendum Effective Date") and modifies the **SERVICE ORDER NO. DOC- 0001746410**, a copy of which is attached hereto as EXHIBIT A (the "Order(s)"). The purpose of this Addendum is to add the following terms and conditions related to the Lumen On-Demand Where You Demand It Promotion ("Offer"). "Lumen" is defined for purposes of this Addendum as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under the Order(s). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Order(s) or the Agreement.

1. Definitions

"Eligible Service" means Internet On-Demand (IoD) or Ethernet Fabric Connect (EFC) Service and the associated Fabric Port. Excludes 1mbps IoD Service and optional add-on features. Customer must purchase Fabric Port for a minimum term commitment of twelve months.

"Eligible Customer" means business customers purchasing one new Fabric Port and IoD or EFC Service in one or more eligible continental U.S. on-net or off-net locations. Lumen reserves the right to determine in its sole discretion whether a customer is an Eligible Customer.

"Order Period" means Customer must submit the Order for the Fabric Port between August 1, 2026 and October 30, 2026.

2. Promotional Credits. If an Eligible Customer orders Eligible Service within the Order Period, Customer will receive ONE credit (the "Credit"), which will be applied to the bandwidth charges for the On-Demand Service. The Credit will be equal to 100% of the bandwidth charges during months 1-3 of the Fabric Port service term for the On-Demand Service only and will not apply to the monthly recurring charges for the Fabric Port. The Credit will appear on the 5th invoice following the installation of the Fabric Port. Taxes, fees, surcharges, and non-recurring charges are not included.

3. Eligibility and Restrictions. All other terms and conditions in the Order(s) remain in effect. Customer must activate the IoD or EFC Service within 30 days of the Fabric Port installation. Customer must remain in good credit standing and Offer may terminate if Customer changes their account in any manner including, but not limited to, their service location. Lumen may change the terms of the Offer and may modify or cancel the terms of the Offer at any time without notice. Customer will be eligible for bandwidth credits for each Fabric Port and On-Demand Service combination ordered within the Order Period. Applies to On-Demand Service billed on an hourly basis and On-Demand Service billed under a term-based billing model. May not be combined with other special offers or promotions. Pricing is valid for the duration of the term displayed on the Order and will not apply to renewal orders. If there is a conflict between this Addendum and the Order, the terms of this Addendum will govern. This Addendum will only apply to the Order(s) identified above and will not apply to any other orders.

By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Addendum.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A
LUMEN TECHNOLOGIES GROUP**

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 26 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

Version: July 31, 2026
Lumen Internal Use – **DSR1204039**

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

Customer Information and Contract Specifications**Customer Name:** YELLOWSTONE COUNTY MT**Account Number:** 3-A27692**Currency:** USD**Monthly Recurring Charges (MRC):** \$310.00**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
3165 KING AVE E BILLINGS MONTANA 59101 5529 UNITED STATES	Lumen Fabric Port - 1 Gbps	New	12	1	\$310.00	\$0.00	\$310.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included - Service Level = 24x7x4 NaaS Enabled			1		\$0.00		\$0.00	USA
	Subtotal						\$310.00	\$0.00	
	Totals						\$310.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

For Fabric Port services, by signing this Order Customer also acknowledges and agrees to the additional digital terms located at <https://www.lumen.com/en-us/about/legal/digital-platform.html>

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

Customer: YELLOWSTONE COUNTY MT
Total MRC: \$310.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 08-25-2026

B.O.C.C Thursday Discussion

1. e.

Meeting Date: 10/15/2026

Title: Yellowstone County Cybersecurity Grant Award

Submitted For: Larry Ziler, IT Director

Submitted By: Larry Ziler, IT Director

TOPIC:

Montana DES Cybersecurity grant funds awarded to Yellowstone County

BACKGROUND:

Yellowstone County has been awarded \$169,435 in grant funds from the Montana Disaster and Emergency Services State and Local Cybersecurity Grant Program. This grant is specifically to be used for the replacement of end-of-life network hardware and may only be used for this purpose. Yellowstone County IT began the process of replacing end-of-life switches in FY26. This grant award will allow us to finish the project in FY27 with the replacement of the last of the switches in the Yellowstone County Courthouse.

RECOMMENDED ACTION:

It is recommended the County Commissioners review the agreement articles and formally accept the funds awarded by the grant. At which point, the IT department will coordinate efforts to purchase the necessary network switches with these funds.

Attachments

Grant Award Letter

Grant Usage Guidelines



State and Local Cybersecurity Grant Program

FY 2022 Award Letter

July 1, 2026

Larry Ziler
Yellowstone County
2825 3rd Avenue North
Billings MT 59101

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP), End of Life Hardware Replacement has been approved in the amount of \$169,435.00. Yellowstone County is not required to match this award with any amount of non-Federal funds.

Before Yellowstone County requests and receives any of the Federal funds, acceptance of the award must be established. By accepting this award, Yellowstone County acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)
- FY 22 State and Local Cybersecurity Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the following:

- **Register and maintain CISA's no cost Cyber Hygiene Services (CyHy)**

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. To establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to: MTDESGRANTS@MT.GOV. The SLCGP is a reimbursement grant; The awardee will receive grant funds as a reimbursement payment by submitting for reimbursement after the purchase is made and the invoice is paid.

Sincerely,

Burke S. Honzel
Preparedness Bureau Chief
Montana Disaster and Emergency Services



AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

SUB-RECIPIENT: Yellowstone County
PROGRAM: State and Local Cybersecurity Grant
STATE GRANT NUMBER: 22SLCGPYLSTNEOL

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Article 1 Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$2,427,866 for the state of Montana. Of this amount, up to \$121,393 can be retained by the State Administrative Agency (SAA) for management and administrative expenses. The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article 2 SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in Performance Narrative.

Article 3 DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article 4 Assurances, Administrative Requirements, Cost Principles, Representations and

Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 5 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions.

Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 6 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 7 Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 8 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 9 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 10 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 11 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 12 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 13 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 14 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 15 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 16 Duplication of Benefits

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the

current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 17 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
- Article 18 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 19 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 20 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 21 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
- Article 22 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 23 Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
- Article 24 John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
- Article 25 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of

federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 26 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 27 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 28 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 29 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 30 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 31 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 32 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 33 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 34 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 35 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 36 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described as “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 37 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 38 Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 39 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 40 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 41 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 42 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS components (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 43 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 44 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 45 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the

requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 46 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 47 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 48 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 49 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 50 MT DES Specific Acknowledgements and Assurances

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.
6. Failure of the sub-recipient to accomplish SLGCP objectives may result in the reduction or

withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

Article 51 Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article 52 Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Yellowstone County. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2022 State and Local Cybersecurity Grant Program, 22SLCGPYLSTNEOL. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.137.

Article 53 Cyber Hygiene Services

Subrecipients of FY 2022 SLCGP are required to register and maintain CISA's no cost Cyber Hygiene (CyHy) Services for vulnerability services and web application services as outline in the Notice of Funding Opportunity. Subrecipients will report completion with performance progress reports.

Obligating Document for Award

STATE GRANT NUMBER: 22SLCGPYLSTNEOL	SUB-RECIPIENT NAME AND ADDRESS: Yellowstone County 2825 3rd Avenue North Billings, MT 59101		ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
FEDERAL AGREEMENT NUMBER: EMW-2022-CY-00027			
AMENDMENT NUMBER:			
NAME OF SUB- RECIPIENT AUTHORIZED REPRESENTATIVE: Larry Ziler	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: lziler@yellowstonecountymt.gov 406-254-7918 406-254-7918		
EFFECTIVE DATE OF THIS ACTION: 9/22/2026	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATOR: MTDESGRANTS@MT.GOV	
FEDERAL AWARD AMOUNT: \$169,435.00		PERIOD OF PERFORMANCE: From: 7/1/2026 To: 09/30/2027	
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.137	Budget Period: From: 7/1/2026 To: 09/30/2027	
SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)			DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)			DATE
MT DES SIGNATORY (Name, Title and Date) Pam Fruh, Preparedness Program Manager, Authorized Organizational Representative			

Montana State and Local Cybersecurity Grant Program Guidance

Guidance Released: November 17, 2025

MONTANA DISASTER AND EMERGENCY SERVICES



1956 Mt. Majo Street
PO Box 4789
Fort Harrison, MT 59636

STATE & LOCAL CYBERSECURITY GRANT PROGRAM

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State and Local Cybersecurity Grant Program

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to improve public sector cybersecurity readiness and reduce collective cyber risk through targeted investment in State and Local Government organizations.

Funding for this program is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Funds are appropriated under authority of the Infrastructure Investments and Jobs Appropriations Act (Pub. L. No. 117-58). Montana Disaster and Emergency Services (MT DES) is the State Administrative Agency (SAA) eligible to apply for the SLCGP on behalf of the state and make subawards to approved applicants.

Assistance Listings Number: 97.137

Assistance Listings Title: State and Local Cybersecurity Grant Program (SLCGP)

Funding Opportunity Number: DHS-22-137-000-01

Application materials are available on the MT DES website. Completed applications should be submitted to MTDESGrants@mt.gov.

KEY DATES:

- **Application opens on November 17, 2025**
- **MT DES will accept applications until January 9, 2025, at 11:55PM. After the application period closes, applications will be reviewed based on the order of submission.**
- **Applicants that are approved for funding will be notified by January 31, 2026. Official award documents will be sent subsequently, and must be signed and returned to MT DES.**
- **Projects will be awarded based on the availability of funds.**
- **Period of performance (POP) ends on June 30, 2026. No extensions are available.**

1.0 Overview

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber incidents have no geographic boundaries; incidents impacting Montana public sector organizations may have cascading effects across the state, region, and nation.

The SLCGP grant requires the state to develop a Cybersecurity Plan, establish a Cybersecurity Planning Committee to support the development of the plan, adopt key cybersecurity best practices, and identify projects to implement using the SLCGP funding.

2.0 Purpose and Objectives

The purpose of the SLCGP is to strengthen public sector cybersecurity practices and address cybersecurity risks and threats to data, networks, and information systems. Reference section 5.1 of this document for a list of eligible sub-recipients.

Montana Cybersecurity Planning Committee designated funding for five project focus areas: security awareness training for the general workforce, professional development education for the technical workforce, endpoint detection and response, network traffic monitoring, and multi-factor authentication. Awards for the five focus areas will either be a direct award or an award for services in lieu of funding.

The overall goal of this grant is to improve the cybersecurity posture of state and local government organizations by providing assistance for managing and reducing systemic cyber risk through the following objectives:

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

3.0 Funding

The SAA must obligate at least 80 percent of funds awarded to local and tribal governments, with a minimum of 25 percent of the overall award going to rural areas. 20 percent of the funds may be utilized for state level projects, with the SAA retaining up to 5 percent of funds awarded for administration costs.

- For this grant, rural jurisdictions are defined as counties, tribes, and cities with a population of less than 50,000.
- Funds will be sub-awarded to eligible entities through an application process.

- Final approval is contingent upon available funding.

4.0 Grant Requirements – State Level

Note: Information in section 4.0 applies to MT DES as the State Administrative Agency and is provided in this guidance document for reference and general understanding. The following activities are statutorily required at the state level as a condition of the grant:

- Establish a Cybersecurity Planning Committee.
- Develop or revise a state-wide Cybersecurity Plan.
- Evaluate individual projects for effectiveness throughout the life of the program.
- Adopt key cybersecurity best practices.

Cybersecurity Planning Committee

The Planning Committee is responsible for developing, implementing, and revising Cybersecurity Plans (including individual projects); formally approving the Cybersecurity Plan (along with the chief information officer or chief information security officer); assisting with determination of effective funding priorities (i.e., work with entities within the eligible entity's jurisdiction to identify and prioritize individual projects). This will be led by Montana State Information Technology Services Division (SITSD).

The Cybersecurity Planning Committee must include the following entities:

- Eligible Entity (state administrative agency)
- County, City, and town representation
- Institutions of public education
- Institutions of public health
- As appropriate, representatives from rural, suburban, and high-population jurisdictions.

Montana formed its Cybersecurity Planning Committee and adopted the committee charter on November 14, 2022. The committee includes 15 voting members and 5 advisory members representing the required cybersecurity planning entities.

Information on the [Cybersecurity Planning Committee](#) can be found here:

<https://des.mt.gov/Grant-Programs/State-Local-Cyber-Security-Grant-Program>

Cybersecurity Plan

Montana is required to submit a Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL. The Cybersecurity Plan must include a description of state and local roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan, and identify metrics. State and local governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported.

On November 28, 2023, DHS, FEMA approved the 2022-2024 State of Montana Cybersecurity Plan, allowing the state to request funding holds to be released for approved projects.

The [Montana Cybersecurity Plan](#) can be found here:

<https://des.mt.gov/Grant-Programs/State-Local-Cyber-Security-Grant-Program>

5.0 Eligibility Requirements for Local Applicants

5.1 Eligible Applicants

Eligible Applicants for competitive awards include local and tribal governments. Local government means a city, town, county, consolidated city-county, special district, or school district or subdivision of these entities. Nonprofit, for-profit, and other entities not deemed as a local government entity are not eligible to receive SLCGP funds.

5.2 Applications

Applications are based on five focus areas, providing the opportunity for targeted investment to close an eligible applicant's cybersecurity gaps. Applicants have the flexibility to apply for a combination of services in the five focus areas based on the needs (cybersecurity gaps) of their organization.

5.3 Cost Share or Match

Cost share or match is not currently required for the **SLCGP**. Future awards will have cost share requirements. Match amounts for future award years are as follows: FY 2023 0%, FY 2024 30%, FY 2025 40%. Local match may be in-kind/soft from eligible activities. Federal funds may be reduced, eliminated, or include additional responsibilities in the future. Applicants should prepare for future project sustainment independent of SLCGP funding.

5.4 Unique Entity Identifier (UEI)

The federal government now requires the Unique Entity Identifier (UEI) numbers that are created in [SAM.gov](#). This number is required to apply for and receive SLCGP funds. Jurisdictions that do not have a UEI may request one through [SAM.gov](#).

5.5 Applicant Agent or Authorized Representative

The applicant agent or authorized representative is the individual who is able or given authority to make legally binding commitments for the applicant organization.

The application forms require names and contact information for the applicant organization's Authorized Representative, Project Manager, and Fiscal Agent. Acceptance of the award will be established with the electronic signature of the Principal Elected Official or other individual authorized to enter into a legal agreement on behalf of the organization.

5.6 Application Review and Recommendation

Applications will be evaluated by MT DES staff through a review process to determine the application completeness and eligibility based on state and federal program guidance. Final approval is contingent upon available funding.

6.0 Project Categories and Activities

Federal funds made available through this award may only be used for the approved purposes set forth by the Montana Cybersecurity Planning Committee and must be consistent with statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- Costs charged to SLCGP must be consistent with the Cost Principles for Federal Awards, [2 C.F.R. Part 200, Subpart E](#).
- Any costs incurred or obligated prior to the execution of an award are not allowed.

Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for, at their own expense, obtaining and maintaining all necessary certifications and licenses for the requested equipment.

6.1 Training

Training costs are allowable under the SLCGP as described in Section 2.0 of this document. Training conducted using SLCGP funds must align to the focus areas approved by the Montana Cybersecurity Planning Committee. Training should address a performance gap identified through assessments and contribute to the reduction of systemic cyber risk.

6.2 Management and Administration

Management and Administration (M&A) activities are those directly relating to the management and administration of SLCGP funds, such as financial management and monitoring. Sub-recipients may use a maximum of up to 5% of funding for M&A purposes.

SLCGP funds used for M&A must have supporting documentation (i.e. timecards (salary), invoices/receipts (goods), and general ledgers). M&A must be coded separately on the general ledger so that it is clear as to how many hours were allocated toward M&A for the grant.

7.0 Unallowable Costs and Activities

7.1 Unallowable Costs

The grant specifically restricts the use of funds for construction and renovation. Any project requiring an Environmental and Historic Preservation (EHP) review is not allowed.

- Other Unauthorized costs include, but are **not limited to**, the following:

- Cost-sharing contributions
- Ransom payments
- Recreational or social purposes
- Cybersecurity insurance premiums
- General maintenance and repairs
- Parking tickets or other traffic tickets
- Sole source contracts and procurements not pre-approved by MT DES
- Stand-alone working meals
- Alcoholic beverages
- Supplanting any expense already budgeted
- Entertainment
- Laundry
- Late payment fees
- Drone training

7.2 Supplanting

Grant funds must supplement, not supplant, replace, or offset state or local funds that have been appropriated for the same purpose. **If supplanting is determined, sub-recipients will be required to repay grant funds expended in support of those efforts.**

7.3 Telecommunication, Video Surveillance Equipment and Services

Sub-recipients may not use any FEMA funds to procure or obtain China made or China affiliated telecommunication, video surveillance equipment or services. Reference FEMA policy #405-143-1 https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf

Additional guidance is available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

8.0 Procurement

All FEMA awards are subject to the federal procurement standards under the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found at [2 C.F.R. § 200.317-200.327](#). Applicants selected for funding does not constitute award. Any costs incurred or obligated prior to the execution of an award are not allowed.

When purchasing under a FEMA award, a **state entity** must follow its own procurement policies and procedures pursuant to [2 C.F.R. § 200.317](#) as well as all other applicable state and federal laws, executive orders, and implementing regulations.

When purchasing under a FEMA award, a **non-state entity** must have and use documented procurement procedures, consistent with state, local, and Tribal laws and regulations and conforming to applicable federal law and the procurement standards identified in [2 C.F.R. § 200.317-200.327](#). For a **non-state entity**, where a difference exists between a federal procurement standard and a state, local, and/or

Tribal procurement standard or regulation, the **non-state entity** must apply the most restrictive standard.

MT DES may request a copy of an entity's documented procurement procedures which reflect applicable state and local laws and regulations. Procurement procedures must conform to applicable Federal law and the standards identified in [2 C.F.R. § 200.318](#)

For more information on federal procurement see [2 C.F.R. § 200.320](#).

For more information on MT Procurement laws, rules, policies, and executive orders please visit [State Procurement Bureau](#).

9.0 Award Administration Information

9.1 Award Administration

Notification of award approval is made through the sub-recipient's authorized representative listed in the application. Awards will be made to the sub-recipients no later than 45 days following the state's acceptance of the Federal award and release of funds. Each of the five approved project areas will have a separate award issued. Sub-recipients who wish to decline the award must provide a written notice of intent to decline.

SLGCP awards for the five focus areas will either be a direct award or an award of services in lieu of funding. All awards must be accepted by the Principal Elected Official or designated representative with the legal authority to enter into an agreement on behalf of the subrecipient organization.

9.2 CYBER HYGIENE SERVICES - Required

All awarded sub-recipients will be required to sign up for and utilize the following services:

- Web Application Scanning: an "internet scanning-as-a-service." This service assesses the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning: evaluates external network presence by executing continuous scans of public, static Ips for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLGCP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP.

For more information, visit CISA's [Cyber Hygiene Information Page](#).

10.0 Reporting

10.1 Progress Reports

Montana DES will gather performance information from subrecipients for use in annual reporting of grant activities to FEMA.

10.2 Reimbursement Requests

SLCGP awards for the five focus areas will either be a direct award or an award of services in lieu of funding. For service in lieu of funding, subrecipients will be given access to services through a State of Montana managed services and will not need to purchase services.

For projects with direct awards, sub-recipients must submit at least one payment request upon completion of the project to receive grant funds.

Applicants will be reimbursed by submitting proof of payment to MT DES, along with the required reimbursement request form and supporting documentation. Supporting Documentation must include:

- Proof of payment (i.e., general ledger or warrant check)
- Invoices
- Receipts

Reimbursements are allowable only for expenditures made during the grant period of performance.

10.3 Accruals

Sub-recipients with an open grant will be required to submit an accrual form prior to the end of the State Fiscal Year (SFY) to account for any expenditures or valid obligations that have occurred in the SFY and not been reimbursed prior to June 30. Sub-recipients that do not submit an accrual form and supporting documentation and then request reimbursement for goods or services from the prior SFY are at risk of non-payment due to lack of accrual funds.

11.0 Monitoring/Technical Assistance

11.1 Monitoring

Sub-recipients will be monitored by MT DES staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

11.2 Technical Assistance

Technical assistance will be provided through desk-based reviews of financial reimbursement requests and project status reports. In addition, on-site technical assistance visits will be performed according to MT DES schedules, as requested, or as needed. Technical assistance will involve the review of the financial, programmatic, performance, compliance, administrative processes, policies, activities, and other attributes of each Federal assistance award and will identify areas where further assistance, corrective actions or other support may be needed.

12.0 Project Closeout and De-Obligated Funds

12.1 Closeout

Closeout of SLCGP projects will be administered by MT DES upon determination of grant completion in accordance with 2 C.F.R. § 200.344 and upon receipt of a signed sub-recipient letter requesting closeout. MT DES will complete a project and file review prior to closing out a project and provide the sub-recipient with a closeout confirmation letter.

12.2 De-obligated Funds

Projects that are completed under budget will have funds de-obligated during the grant closeout process and will no longer be available to the sub-recipient. De-obligated funds will be utilized during the grant period of performance to fund additional projects. The Cybersecurity Planning Committee will make recommendations for re-awarding grant funds to eligible and approved projects. The committee reserves the right to conduct an interim application process for de-obligated funds.

13.0 MT DES Contact Information

MT DES will provide programmatic support and technical assistance for the SLCGP Grant. Contact the Preparedness Grants Team at MTDESGrants@mt.gov.

Meeting Date: 10/15/2026

Title: Road Use and Maintenance Agreement to Mitigate Impacts to Heiken Road and Buffalo Trail Road

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Public Works - Road Use and Maintenance Agreement to Mitigate Impacts to Heiken Road and Buffalo Trail Road

BACKGROUND:

Staff will provide a presentation of the proposed Road Use and Maintenance Agreement. The purpose of the agreement is to ensure county roads are usable and in a satisfactory condition given the anticipated impacts of proposed development on private land owned by Big Sky Digital Infrastructure. This proposed agreement is related specifically to impacts for the construction of a private road on private property, the construction of a well drilling pad and well drilling operations. Any future phases of the project or work outside this scope would require a new agreement.

To ensure the the haul route roads remain usable and in satisfactory condition, County Public Works has proposed the Road Use and Maintenance Agreement to Big Sky Digital Infrastructure. The agreement focuses on the following:

- Restricted Haul Route and Site Access
- Maintenance Requirements
- Construction Requirements
- Cost Responsibility

RECOMMENDED ACTION:

Staff recommends approval of the agreement. Requiring a Road Use and Maintenance Agreement places firm expectations and cost burden responsibility of the impacts to the user rather than the general tax base.

Attachments

Presentation Slides

Draft Agreement

Road Use and Maintenance Agreement

YELLOWSTONE COUNTY PUBLIC WORKS

KEY POINTS

- Purpose of Proposed Agreement
- Scope of Activity
- Impacted Area/Haul Route
- Maintenance Requirements
- Construction Requirements
- Overview of BSID Costs/County Oversight
- Questions

PURPOSE OF AGREEMENT

- Protecting public infrastructure
 - Ensure roads remain usable given anticipated impacts
 - Ensure roads are not damaged or left in disrepair
 - Ensure timely maintenance
 - Ensure improvements are made so that roads can handle anticipated impacts
 - Have mechanisms in place to guarantee the above
 - Ensure these impacts do not come at a cost to the county taxpayer

SCOPE OF ACTIVITY

- Big Sky Digital Infrastructure (BSDI) intends to:
 - Access privately owned land via an approach from a county road (Buffalo Trail)
 - Construct a private gravel road, on private land, approximately ½ mile in distance
 - Construct a private gravel well pad site (250'x250') to drill a prospect water well.
 - Estimated drilling activity to occur over the span of 80-100 days.

*Any activities outside of those listed above would require an amendment to agreement or new agreement.

*A second well site may be explored, if the first is unsuccessful. It would result in construction of a second pad site and extension of private access road.

IMPACTED INFRASTRUCTURE

HEIKEN ROAD

Location: Road runs E/W between Highway 3 and Buffalo Trail Road

Length: 1 mile

Current surface condition: Gravel, 24' wide



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.

YELLOWSTONE COUNTY GIS
9/30/2026
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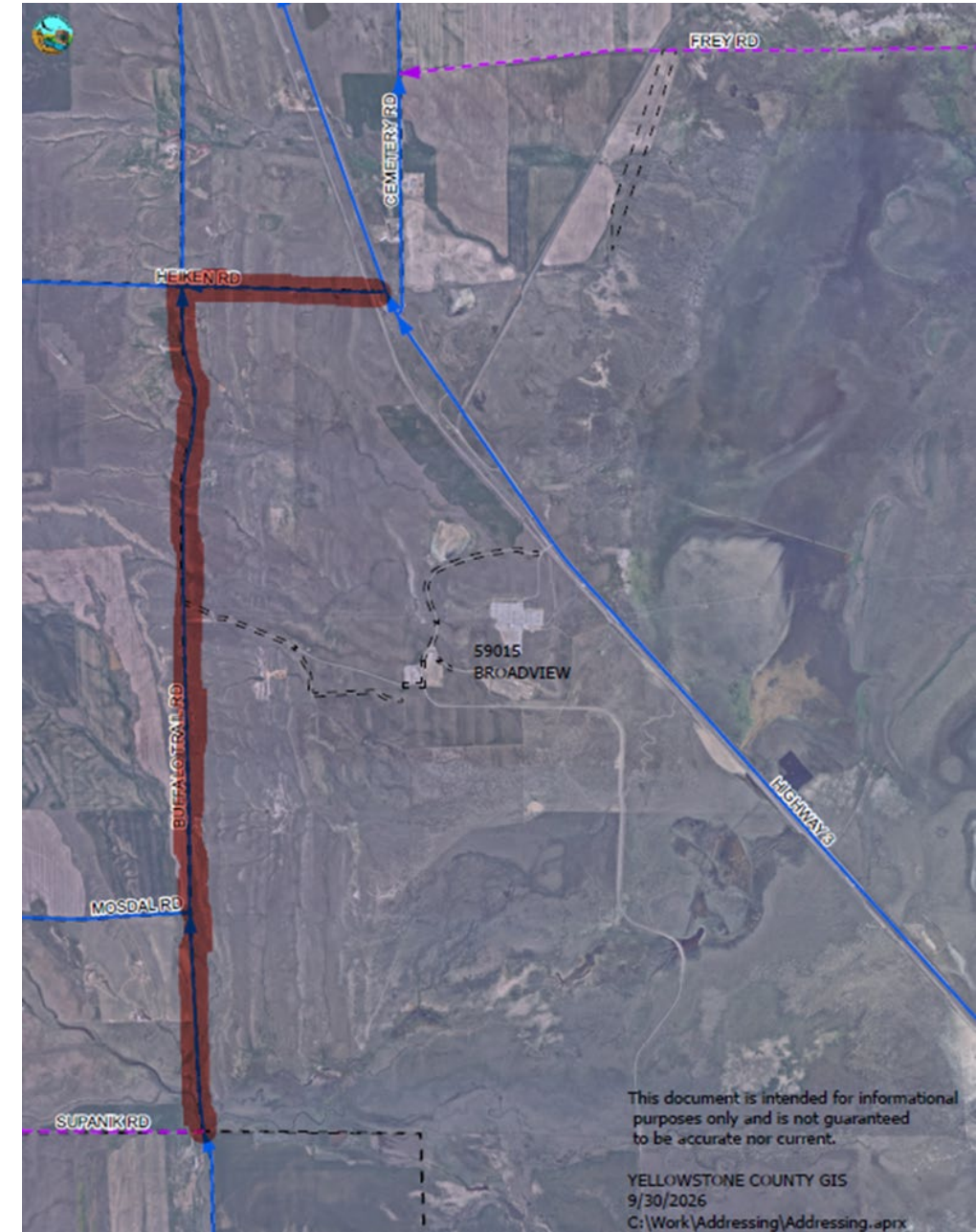
IMPACTED INFRASTRUCTURE

BUFFALO TRAIL ROAD

Location: Road runs N/S from Heiken Road to Supanik Road

Length: 4 miles

Current surface condition:
Limestone/Gravel, 24'+



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RESTRICTED HAUL ROUTE

- BSDI shall only use Heiken Road and Buffalo Trail Road as shown.
- BSDI is responsible for construction improvements to Heiken Road
- BSDI is responsible for all maintenance and repairs of Heiken Road and Buffalo Trail Road



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MAINTENANCE REQUIREMENTS

- Initial drone flight for ortho imagery and LiDAR ground elevations to be completed by the County's contractor, to be paid for by BSDI.
- BSDI shall have on retainer, a county approved contractor that is licensed, bonded and insured, that within 72 hours' notice, from Yellowstone County Public Works, provide requested maintenance (blading, dust control, etc.)
- Haul route inspections are required to be completed weekly, or at the county's request. The inspections will be conducted by the County's consultant to document conditions and determine maintenance or repair needs of the haul route. Cost shall be passed through to BSDI. Failure to pay will result in a stop work order or similar.

MAINTENANCE REQUIREMENTS

- BSDI will provide a surety bond for \$250,000.00 at the time of this agreement to cover maintenance needs and potential impacts to Heiken and Buffalo Trail roads.
- Maintenance on Heiken Road is required pre and post construction of required improvements to Heiken Road.

REQUIRED CONSTRUCTION IMPROVEMENTS (HEIKEN ONLY)

- Apply with a cement soil stabilizer in accordance with MDT specifications provided in Exhibit A of agreement. BSDI responsible for cost.
- BSDI shall hire at its expense, an engineer to design, and present to Yellowstone County for approval, a designed road section (cement treated base, gravel surfacing, and mag chloride).
- The design must be provided to Yellowstone County by January 15, 2027.
- Due to construction season limitations for application of cement soil stabilization, a bond for 125% of the engineer's estimate of probable cost, as reviewed and accepted by County, is required to be provided to Yellowstone County within 14 days of the approved design.
- BSDI shall provide a top lift of 3-inches of ¾-inch minus crushed gravel (meeting MDT spec for top surfacing) required to be treated with mag chloride at its expense.

REQUIRED CONSTRUCTION IMPROVEMENTS (HEIKEN ONLY)

- There are **two culverts** located on Heiken Road that should be **monitored during inspections**. If damage occurs, **BSDI will be responsible for repairs or replacement at its sole expense**. A culvert extension will be necessary where shoulder work requires.
- **Construction improvements** of Heiken Road will be **publicly bid by Yellowstone County** and awarded **paid solely by BSDI**.
- A **performance bond will be required by the contractor** awarded the bid for improving Heiken Road.
- A **full-time on-site inspector** via the county's private contractor will be required for the **duration of active construction of Heiken Road, to be paid for by BSDI**.

SUMMARY OF COST RESPONSIBILITY AND COUNTY REQUIRED OVERSITE

	Task	Cost
Maintenance	Drone Flight*	P
	Maintenance Contractor on Retainer**	D
	Weekly Inspections*	P
	\$250,000 Surety Bond	D
	Maintenance Required pre/post Construction	D
Construction	Cement Soil Stabilization	D
	Engineered Design**	D
	Bond for 125% of construction improvements	D
	Culvert Monitoring	P
	Publicly Bid Project**	
	Contractor Performance Bond	D
	Full-time Inspector*	P

P=Cost passed through to BSID

D=Direct cost paid by BSID

*=County Selected third party

**=County approval required/County lead

QUESTIONS?

Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road

Introduction

Yellowstone County is a political subdivision of the State of Montana. The County, through the Yellowstone County Public Works Department, maintains county roads within the County. Big Sky Digital Infrastructure LLC (BSDI) is a Delaware limited liability company, based in Texas. Big Sky Digital Infrastructure develops infrastructure for data centers. Big Sky Digital Infrastructure plans to develop infrastructure for a potential data center in Yellowstone County, near Broadview.

To begin the development, Big Sky Digital Infrastructure intends to construct a private road and drill a water well on its land. To access the land, Big Sky Digital Infrastructure will traverse from US Highway No. 3 to Buffalo Trail Road over Heiken Road, approximately 1 mile, and then traverse approximately four miles south on Buffalo Trail Road from Heiken Road to the entrance onto its land. Heiken Road and Buffalo Trail Road are county maintained gravel roads.

The construction of the private road and the well drilling will increase traffic on portions of Heiken Road and Buffalo Trail Road. The increased traffic will accelerate the deterioration of these roads and increase maintenance needs. Both the County and Big Sky Digital Infrastructure want the roads to remain usable and in acceptable condition. The County wants the public to be able to use the roads. Big Sky Digital Infrastructure wants to be able to use the roads to construct its private road and drill its well.

To ensure the roads are usable and in satisfactory condition given the anticipated impacts, the County and Big Sky Digital Infrastructure have agreed to inspect the roads to ensure they can accommodate the traffic necessary to construct the private road and drill the well, and if necessary, improve the roads to accommodate such traffic, and provide any increased maintenance for the roads caused by this increased traffic. The County shall allow Big Sky Digital Infrastructure to use its roads and in return Big Sky Digital Infrastructure shall improve and maintain the roads as required for the development of its land. Big Sky Digital Infrastructure, not the public, shall pay for the increased burden on the roads caused by its development of the land. Further, Big Sky Digital Infrastructure shall pay for all professional services required to complete inspections, engineering design, geotechnical investigation, or other costs the county may assume and pass through as a result of the activity to the roads.

Yellowstone County and Big Sky Digital Infrastructure LLC agree as follows:

Consideration

Entities

Yellowstone County

Yellowstone County is a political subdivision of the State of Montana. The County, through the Yellowstone County Public Works Department, maintains county roads within the County. The contact person for this agreement for the County is the Director of the Yellowstone County Public Works Department. The contact information for the Director is:

Yellowstone County Public Works Department
Attn: Monica Plecker, Director of the Yellowstone County Public Works Department
P.O. Box 35024
Billings, Montana 59101
(406) 256-2730
mplecker@yellowstonecountymt.gov

Big Sky Digital Infrastructure LLC

Big Sky Digital Infrastructure LLC is a Delaware limited liability company, based in Texas. Big Sky Digital Infrastructure develops infrastructure for the construction of data centers. Big Sky Digital Infrastructure intends to develop the infrastructure for a potential data center in the County, near Broadview. The contact person for this

agreement for Big Sky Digital Infrastructure is the Adam Davis. The contact information for the Director of Development is:

Big Sky Digital Infrastructure LLC
Attn: Adam Davis, Director of Development
1302 North 24th Street West
PMB # 363
Billings, Montana 59102
406-536-4800
Adam.Davis@QuanticaInfra.com

Scope of Work

Big Sky Digital Infrastructure is drilling a prospect water well to support future project activities. The water well is located approximately 1/2 mile east of Buffalo Trail Road on BSDI-owned lands. On-site improvements to complete the water well include upgrading an existing ranch access from Buffalo Trail Road to a permitted approach; installing a private gravel road, on private property, to replace an existing two-track access road; and constructing a gravel drilling pad for the water well drilling operations. Water well drilling will be performed immediately after road and pad construction. Drilling activities are expected to last 80-100 days once drilling commences. There is anticipated traffic associated with operations during the construction of the road and drilling of well, including mobilization of heavy equipment, gravel hauling, deliveries of water, fuel and drilling materials, including water storage tanks, and other personnel related travel. It's understood there may be some passenger vehicle personnel traveling on other routes, but all construction related traffic and truck traffic is limited to the haul route identified in this agreement.

Roads

The roads included in this agreement are a portion of Heiken Road and Buffalo Trail Road. The portion of Heiken Road from US Highway No. 3 to the intersection with Buffalo Creek Road. This portion of the road is approximately 1 mile. The portion of Buffalo Trail Road from the intersection with Heiken Road south to the entrance onto Big Sky Digital Infrastructure's land. This portion of the road is approximately 4 miles. BSDI will need to obtain an approach permit from the County to enter onto Buffalo Trail Road. (Attachment 1, MAP)

Improvements and Maintenance of Roads

Big Sky Digital Infrastructure shall only use Heiken Road and Buffalo Trail Road, this will be known as the haul route. BSDI is responsible financially for all construction improvements, maintenance and repair costs, including third party inspection and/or consultant work (geotechnical, engineering services or other).

For the Duration of this agreement, BSDI agrees to maintain Buffalo Trail Road and Heiken Road as outlined below:

- Initial drone flight to obtain ortho imagery and LiDAR ground elevations to be completed by the County's contractor. The purpose of the drone flight is to inventory physical condition of the impacted portions of Buffalo Trail Road and Heiken Road.
- BSDI shall have on retainer, a county approved contractor that is licensed, bonded and insured, that within 72 hours' notice, from Yellowstone County, provide requested maintenance (blading, dust control, etc.)
- Haul route inspections are required to be completed weekly at a minimum, or at the county's request. The inspections will be conducted by the County's consultant to document conditions and determine maintenance or repair needs of the haul route.
- BSDI will provide a surety bond for the benefit of Yellowstone County, in the amount of \$250,000.00 at the time of this agreement. The purpose of the bond is to cover maintenance needs and potential impacts to Heiken and Buffalo Trail roads.
- Maintenance on Heiken Road is required for the duration of this agreement, specifically, pre and post construction of required improvements to Heiken Road.
- Failure to pay for pass-through costs, will result in a stop work order or similar.

BSDI agrees to the following Construction Improvements of Heiken Road as outlined below:

- Apply with a cement soil stabilizer in accordance with MDT specifications provided as Attachment 2, Specification.

- Provide a top lift of 3-inches of $\frac{3}{4}$ inch minus crushed gravel (meeting MDT spec for Grade 2 Crushed Top Surfacing Type “B”, 701.02.7) required to be treated with mag chloride.
 - BSDI shall hire an Engineer to design, and present to Yellowstone County for approval, the section (cement treated base, gravel surfacing, and magnesium chloride) based on the specifications provided in Attachment 2.
 - The design must be provided to Yellowstone County by January 15, 2027.
 - Due to construction season limitations for application of cement soil stabilization, a bond or other means of financial guarantee in the amount of 125% of the engineer’s estimate of probable cost, as reviewed and accepted by Yellowstone County, is required to be provided to Yellowstone County within 14 days of the approved design.
 - The construction improvements to Heiken Road must be constructed no later than April 15, 2027. This date may be extended two (2) times in 30-day increments by mutual agreement in the event weather conditions do not permit construction as outlined within the specification.
- There are two culverts located on Heiken Road that should be monitored during weekly inspections. If damage occurs, BSDI will be responsible for repairs or replacement. A culvert extension will be necessary if shoulder work requires.
- Construction improvements of Heiken Road will be publicly bid and awarded by Yellowstone County. BSDI shall provide all bid documents (plans, specifications, bid form, contract, etc.) to Yellowstone County for bidding purposes. BSDI or their Engineer will be responsible for responding to any design and/or construction related questions throughout the bid process.
- A performance bond will be required by the contractor awarded the bid for improving Heiken Road.
- A full-time on-site inspector will be required for the duration of active construction of Heiken Road.

Duration

This agreement, unless amended, is limited to the drilling phase of the project. Future work will require a new agreement or amendments to this agreement.

The agreement shall commence when Big Sky Digital Infrastructure begins the construction of the approach and private road and shall terminate when Big Sky Digital Infrastructure has completed the well drilling and the construction improvements to Heiken Road. Prior to the agreement’s termination, the County will verify the roads are in an acceptable condition via a final inspection. Currently, it is anticipated that on (DATE), Big Sky Digital Infrastructure will begin the construction of the approach and private road and on (DATE) it will finish drilling the well. These dates are subject to change.

The County and Big Sky Digital Infrastructure anticipate entering into similar agreements as new project phases progress. Yellowstone County reserves the right to create a Rural Special Improvement District (RSID) to maintain the newly improved Heiken Road. A waiver of right to protest the creation of the district is required as part of this agreement. (Attachment 3, Waiver)

This agreement may be amended, only if both parties agree. This agreement may be superseded by a subsequent agreement. New project phases or expanding the existing scope of work will require an amendment or subsequent agreement.

Termination

If Big Sky Digital Infrastructure decides not to complete the private road or the well and chooses to terminate this agreement, it shall notify the County of its intent. The County shall then inspect the roads to ensure they have not been damaged by the increased traffic. Once the County determines, through an on-site inspection, the roads have been restored to the same condition as prior to the increased traffic, the agreement shall be terminated.

Disputes

If a dispute develops between the County and Big Sky Digital Infrastructure as to the agreement, they shall initially attempt to resolve the dispute through informal discussions. If informal discussions fail to resolve the dispute, they shall attempt to resolve the dispute through mediation. If mediation fails to resolve the dispute, they shall resolve the dispute through binding arbitration. The County and Big Sky Digital Infrastructure shall equally share the cost of mediation and arbitration. The County and Big Sky Digital Infrastructure shall be responsible for their own attorney fees for any dispute.

Yellowstone County

Yellowstone County Public Works Department
P.O. Box 35024
Billings, Montana 59107
(406) 256-2735
pubworks@yellowstonecountymt.gov

Monica Plecker
Director Yellowstone County Public Works Department

October ____, 2026

State of Montana }
 ss.
County of Yellowstone }

On September October ____, 2026, Monica Plecker, Director of the Yellowstone County Public Works Department, acknowledged before me that she executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in her official capacity on behalf of Yellowstone County.

(NAME)
Notary Public For the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

Big Sky Digital Infrastructure LLC

Big Sky Digital Infrastructure LLC
Attn: Adam Davis, Director of Development
1302 North 24th Street West
PMB # 363
Billings, Montana 59102
406-536-4800
Adam.Davis@QuanticaInfra.com

(NAME)
(POSITION)

October ____, 2026

State of Montana }
 ss.
County of Yellowstone }

On October ____, 2026, (NAME), (POSITION), acknowledged before me that he executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in his official capacity on behalf of Big Sky Digital Infrastructure.

(NAME)
Notary Public for the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

**Yellowstone County
Board of County Commissioners**

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

State of Montana }
 ss.
County of Yellowstone }

On October _____, 2026, (NAME), (POSITION), acknowledged before me that he executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in his official capacity on behalf of Big Sky Digital Infrastructure.

(NAME)
Notary Public for the State of Montana
Residing at Billings, Montana.
My commission expires (DATE)

(Notarial Seal)

ATTACHMENT 1



ATTACHMENT 2

SECTION 304 CEMENT TREATED PULVERIZED BASE (CTPB)

304.01 DESCRIPTION

This work is producing and placing one or more courses of a mixture of water, cement, and aggregate or soil on a prepared surface in conformity with the lines, grades, and thicknesses established in the contract.

304.02 MATERIALS

304.02.1 Cement

Furnish Type I or II Portland cement listed on the QPL, in accordance with Subsection 551.02.1.

304.02.2 Water

Furnish water for mixing and curing in accordance with Subsection 713.01 requirements.

304.02.3 Supplemental Aggregate

Obtain aggregates from sources in accordance with Section 106 requirements to produce aggregates in accordance with Subsection 701.02.9 requirements.

Stockpile aggregates in accordance with Subsection 303.03.

304.02.4 Pulverization Material Gradation

The in-place material must be processed using a mechanical reclaimer such that material conforms to the gradation in Table 304-1 and generates a highly homogeneous soil-aggregate mass prior to cement treatment.

**TABLE 304-1
GRADATION OF PULVERIZED MATERIAL**

Sieve Size	Percent (%) Passing
3 inch (76 mm)	100
1.5 inch (37.5 mm)	95 – 100
1 inch (25.5 mm)	90 - 100
No. 4 (4.75 mm)	55 - 75

304.02.5 Cure Seal

Emulsified asphalt, Type SS-1h or CSS-1h, conforming to MDT Standard Specifications Section 402 and 702.

304.02.6 Cover Material

Conform to MDT Section 701.02.8 crushed cover aggregate specifications, ensuring clean, fine sand or light aggregate free from organic matter.

304.02.7 Composition and Proportioning

Develop and submit a proposed Cement Treated Pulverized Base (CTPB) mix design for approval. Develop a mix design with cementitious materials content that:

- Ensures a 7-day unconfined compressive strength of 500 – 800 psi in accordance with MT 216, and
- Is a minimum of 4.5% cement by the weight of the dry material (e.g., aggregate and soil).

Include the following items as part of the mix design submittal:

1. Cement and fly ash certifications.
2. Optimum moisture content and maximum density determined in accordance with AASHTO T 134.
3. Aggregate gradations determined in accordance with MT 202;
4. Soil-cement losses, moisture changes, and volume changes (swell and shrinkage) produced by the repeated wetting and drying of hardened soil-cement specimens determined by AASHTO T 135.
5. Soil-cement losses, moisture changes, and volume changes (swell and shrinkage) produced by the repeated freezing and thawing of hardened soil-cement specimens determined by AASHTO T 136. The maximum freeze/thaw weight loss is 14%.
6. 7-Day compressive strength tests determined in accordance with MT 216.
7. Atterberg limits determined in accordance with AASHTO T 89 and AASHTO T 90; and
8. Sand equivalent determined in accordance with AASHTO T 176 alternate method No. 2 using stock solution with formaldehyde.

Acceptance of the mix design will be based on a review of the submitted results for all the above testing procedures.

Do not construct CTPB until the submitted mix design has been approved.

304.03 CONSTRUCTION REQUIREMENTS

304.03.1 Equipment

The machinery used for pulverization, addition of cement, water distribution, and mixing must meet the following technical criteria:

- **Mechanical Reclaimer:** Furnish a self-propelled single-shaft or multiple- shaft pulverizer mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 16 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete, base rock and soil, injecting water at controlled rates and mixing cement into the reclaimed material to produce a homogeneous mixture. All pulverizing and mixing shall be performed with this machine. Agricultural disks or motor graders are not acceptable mixing equipment.
- **Cement Distributor:** Provide a mechanical vane-type spreader or specialized bulk distributor truck equipped with a digital weight scales tracking system capable of distributing dry cement within a +/- 0.5% tolerance of the targeted application rate.
- **Grading Equipment:** Provide grading equipment capable of spreading the reclaimed material and striking it off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.
- **Compaction Equipment:** Utilize a combination of heavy padfoot (sheepsfoot)

vibratory rollers, smooth-drum vibratory rollers, and pneumatic-tired rollers (minimum 25-ton capacity) to ensure uniform compaction throughout the entire 12-inch vertical profile.

- **Water Trucks:** Provide a water truck with a maximum gross vehicle weight of 26,000 pounds to provide water used to keep the surface of the mixed material damp until the seal coat is applied.
- **Asphalt Distributor:** Provide an asphalt distributor to apply the CTPB cure seal coat complying with the requirements of Section 410.03.1

304.03.2 Weather Limitations

Do not perform mixing when the ambient temperature is below 40°F or the ground temperature is below 35°F. Do not perform mixing when the weather forecast for the project site includes a predicted temperature of 25°F or below for the following night.

Do not incorporate frozen aggregate in the CTPB or pulverize on frozen subgrade.

Do not place or perform mixing when it is raining, or when wind causes the cement dust to become airborne.

304.03.3 Mixing and Processing

Process the existing base course, and/or add crushed aggregate course, subgrade, and cementitious material as needed to restore the roadway section to the grade and dimensions shown in the Contract.

A. Requirements. Use equipment capable of pulverizing and mixing road sections to the depths shown in the plans. Meet the construction requirements of Section 304 with the following exceptions:

1. Begin production at the mix design targets for cementitious material and moisture content. Adjust cementitious material and moisture content as directed by the Project Manager to get compressive strengths between 400 and 600 psi as tested in accordance with MT 216. Changes in the amount of cementitious material used must be approved by the Project Manager.
2. Immediately suspend operations due to detrimental weather conditions (e.g., temperature, wind and/or rain).
3. Spread cementitious material uniformly on top of the pulverized surface. The spreading operation cannot exceed 1000 feet ahead of the pulverizing operation.
4. Perform mixing of cementitious material and pulverized base with pulverizing equipment.
5. Shape the compacted surface to the specified lines, grades, and cross sections meeting the requirements of Subsection 105.08.
6. Do not perform any subsequent work on the completed roadway sections until accepted by the Project Manager.

B. Sequencing.

1. Initial Pulverization: Pre-pulverize the existing asphalt pavement and underlying base layer to a strict depth of 12 inches across the layout configuration. Cross-check gradation matching to confirm alignment with Contract.
2. Cement Application: Uniformly spread the dry portland cement over the pulverized base surface. Do not apply cement when wind speeds exceed 15 mph or when ambient air temperatures are below 40°F (4°C). The dry cement shall be controlled

within +/-0.50 percent of the target established by the mix design or as directed.

3. **Moisture and Final Mixing:** Perform a subsequent mixing pass with the mechanical reclaimer, injecting water through the internal spray bar. Maintain internal moisture tolerances between 0% and +2% percentage points of the established optimum moisture content (AASHTO T 134).

Water must be introduced during initial pulverization and final mixing, as needed to maintain optimum moisture content. Water added after mixing and prior to compaction will not be allowed. Complete all compaction operations within 3 hours following final mixing.

304.03.4 Compaction and Finishing

Density Requirements: Compact the **12**-inch processed layer to a minimum of 98% of the target maximum dry density determined by field standard target protocols (MDT MT 228 / AASHTO T 134).

Depth Control: Verify the structural processing depth through test holes or direct core cross-sections. A variance greater than -0.50 inches from the **12.0**-inch design benchmark requires remediation at no cost to the County.

Finishing: Grade and shape the stabilized surface to match lines, grades, and cross-sections specified on the Contract. Cement application, final mixing, compacting, shaping and finishing shall be continuous and completed within 3 hours from the start of final mixing. Sections of the CTPB work that have not been completely shaped, compacted and finished within 3 hours of mixing the pulverized material with cement, shall be re-treated with cement at a rate directed by the Project Manager, and re-mixed, re-shaped and re-compacted to the requirements of Section 304.

304.03.5 Curing and Protection

Within 4 hours of final compaction, apply the bituminous curing seal (Type SS-1 or CSS-1) uniformly at a rate of 0.15 to 0.25 gallons per square yard. Maintain a continuously moist surface prior to application.

Apply cover material over the curing seal to prevent tracking if traffic must utilize the surface. Heavy construction equipment and general traffic must be restricted from the finished base for a minimum of 7 days, or until the minimum 500 psi unconfined compressive strength is structurally achieved

Failure to comply with any of the above specifications is cause for the Project Manager to order any or all portions of the Work to stop until the Work is brought into compliance or to repeat the treatment of the material at no additional cost to the County.

304.03.6 Testing and Acceptance of CTPB

The pulverized mixture material will be divided into 1,500-foot-long sections. The in-place dry density will be determined within each section at 10 randomly selected locations. The average of the 10 tests must exceed 98% of the target density with no more than 2 out of the 10 tests being less than 98% of the target density.

Contractor is responsible for controlling compaction and all necessary quality control testing.

Notify the Project Manager when compaction is complete on a section so it can be tested.

Compaction and testing will continue until the section meets density requirements, or until the 3-hour work window has been exceeded.

Samples for determining the compressive strength will be determined in accordance with

MT_201. Test method MT 216 will be used to mold cylinders for strength testing.

The approximate quantity represented by each sample is 1,000 yd³. Additional samples may be taken and tested.

The compressive strength tests will be conducted at 7 days and the material represented will be accepted or rejected in accordance with Table 304-2. Any corrective action is at Contractor expense.

The Contractor may make additional cylinders to determine strength gain and to maintain quality control.

DRAFT

ATTACHMENT 3

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Owner, and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require for future construction improvements or maintenance of Heiken Road and Buffalo Trail Road.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

S02, T03 N, R23 E, LOTS 3, 4 & S2NW (LESS RY, HWY & C/S 1028)
S02, T03 N, R23 E, C.O.S. 1403, PARCEL 1
S03, T03 N, R23 E, ALL (LESS COS 1029) & TR 1 COS 1029
S04, T03 N, R23 E, LOTS 1 & 2 & S2NE
S04, T03 N, R23 E, LTS 3, 4 & S2NW4
S04, T03 N, R23 E, SE4
S09, T03 N, R23 E, ALL
S10, T03 N, R23 E, N2 & SW4
S10, T03 N, R23 E, SE4
S11, T03 N, R23 E, ALL
S12, T03 N, R23 E, NW4 W OF RY & HWY
S12, T03 N, R23 E, SW4
S27, T04 N, R23 E, SW4 & SWNW W OF RY
S33, T04 N, R23 E, E2
S33, T04 N, R23 E, W2
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 2, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 1, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 3, (23)
S35, T04 N, R23 E, FRAC W2SW4 & W OF RY & HWY

Signed and dated this ____ day of _____, 20__.

Owner

Name, Title

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/15/2026

Title: Animal Control Operations with the City of Billings

Submitted By: Erika Guy

TOPIC:

Animal Control Operations with the City of Billings

BACKGROUND:

NA. Submitted for Commissioner Morse.

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion

Meeting Date: 10/15/2026

Title: Closed

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Closed - Human Resources Personnel Matter

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.
