

**OFFICIAL AGENDA**  
**TUESDAY May 26, 2026**  
**Meeting Start Time: 9:00 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Ostlund Building**  
**2825 3rd Ave N, Room 309**  
**Billings, MT**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**9:00 a.m. RECOGNITION**

|                  |                 |                     |
|------------------|-----------------|---------------------|
| Susan Jones      | Clerk of Court  | Retirement          |
| Tanya McWilliams | Auditor         | 25 Years of Service |
| Adam Lauwers     | Sheriff Patrol  | 20 Years of Service |
| Alyssa Peterson  | County Attorney | 10 Years of Service |

Special Recognition - Road and Bridge - Alicia Lipke, Bobby Wise and Scott Helmbrecht

**PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS**

**1. BIG SKY ECONOMIC DEVELOPMENT AUTHORITY**

Notice of the First Public Hearing for Community Development Block Grant (CDBG) Funds - Setting the Public Hearing for Tuesday, June 9, 2026, at 9:00 a.m. in Room 309 of the John V. Ostlund Building

**CLAIMS**

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**CONSENT AGENDA**

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**1. CLERK AND RECORDER**

Acceptance of Dry Hydrant Easement, Lots 2 and 3, Peterson Road Estates Subdivision

**2. COMMISSIONERS**

Board Openings - Historic Preservation Board

**3. COUNTY ATTORNEY**

- a. CLEAR Contract with Thomson Reuters
- b. BMO Lease Renewal

**4. FINANCE**

- a. PILT Request-March Against Drugs and Violence
- b. Interagency Agreement between the Office of the Court Administrator and Yellowstone County for Court Security
- c. Facilities Contract - Precision Plumbing & Heating Inc. - Ostlund Building Storm Drain
- d. Justice of the Peace Travel Budget Amendment

**5. INFORMATION TECHNOLOGY**

Dell Data Center 5 - Year Agreement

**6. PUBLIC WORKS**

- a. Agreement for the Use of Salvaged Milled Materials - 1st Avenue South
- b. MDA Grant # 2026-3/2026 Yellowstone River Salt Cedar Project

**7. SHERIFF**

- a. Contract with Billings Public Schools for Adult Education Services at YCDF
- b. Non-Renewal of Secure Warrant Agreement
- c. Proposal for Adoption of Tyler Technologies CloudGavel Platform

**8. HUMAN RESOURCES**

**PERSONNEL ACTION REPORTS - Detention Facility - 1 Termination; County Attorney - 1 Salary & Other**

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**FILE ITEMS**

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**1. CLERK AND RECORDER**

Board Minutes - Yellowstone County Conservation District, MetraPark Advisory Board, Lockwood Irrigation District

**2. PUBLIC WORKS**

Biennial Agreement with DNRC for 2026-2027

**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.

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** May Recognition/Departure of Service

**Submitted By:** Amy Mills

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**TOPIC:**

|                  |                 |                     |
|------------------|-----------------|---------------------|
| Susan Jones      | Clerk of Court  | Retirement          |
| Tanya McWilliams | Auditor         | 25 Years of Service |
| Adam Lauwers     | Sheriff Patrol  | 20 Years of Service |
| Alyssa Peterson  | County Attorney | 10 Years of Service |

**BACKGROUND:**

na

**RECOMMENDED ACTION:**

na

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**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Special Recognition - Road and Bridge - Alicia Lipke, Bobby Wise and Scott Helmbrecht

**Submitted For:** Monica Plecker, Public Works Director

**Submitted By:** Monica Plecker, Public Works Director

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**TOPIC:**

Special Recognition - Road and Bridge - Alicia Lipke, Bobby Wise and Scott Helmbrecht

**BACKGROUND:**

The Public Works Department is proud to recognize Alicia Lipke, Bobby Wise, and Scott Helmbrecht for their extraordinary actions and commitment to the community. When a neighboring home caught fire near the Road and Bridge Department, these employees immediately stepped in without hesitation to assist. Their quick thinking, bravery, and selfless actions helped to safely remove four occupants out of the smoke filled home. Their willingness to go above and beyond in a moment of crisis demonstrates the compassion and courage that make Yellowstone County proud.

**RECOMMENDED ACTION:**

Presentation of Awards

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**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Notice of the First Public Hearing for CDBG Funds

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Notice of the First Public Hearing for Community Development Block Grant (CDBG) Funds - Setting the Public Hearing for Tuesday, June 9, 2026, at 9:00 a.m. in Room 309 of the John V. Ostlund Building

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

CDBG Public Hearing Notice

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**NOTICE OF THE FIRST PUBLIC HEARING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

The Board of County Commissioners, Yellowstone County, Montana will hold a public hearing on Tuesday, June 9, 2026, at 9:00 a.m. at its regular meeting. This hearing will be held in the Ostlund Building, Commissioners' Board Room 309 at 2825 3<sup>rd</sup> Ave. N, Billings, Montana 59101. The purpose of this hearing is to obtain public comments or gather citizen ideas relating to the County's overall community development planning, public facilities, economic development, and housing needs, including the needs of or projects benefiting low and/or moderate-income persons residing in Yellowstone County, outside of the Billings city limits.

During this **FIRST CDBG public hearing**, the County Commissioners seek to hear the views of County residents or citizens on the community development activities that should be undertaken to meet an identified community development need and the relative priority within Yellowstone County. Yellowstone County may apply for other State or Federal funding to address local housing, public facilities, or other community or economic development planning needs and would like comments or suggestions from local citizens regarding the County's immediate need and the type of community or economic development projects to be considered.

More information on the Community Development Block Grant (CDBG) program can be obtained by contacting:

Montana Department of Commerce, Community Development Division  
301 South Park Avenue,  
Helena, MT 59620  
406.841.2770

<https://comdev.mt.gov/Programs-and-Boards/Community-Development-Block-Grant-Program/>

Comments may be given orally during the public hearing or written comments may be submitted in writing prior to the 9:00 am public hearing on Tuesday, June 9, 2026. If you would like to submit a written comment on community needs, please send it to the Yellowstone County Clerk and Recorder, Attn: Public Comment on Community Development Block Grant Funds, P.O. Box 35001, Billings, Montana 59107

For more information or to submit CDBG project suggestions please contact Dianne Lehm, at Big Sky Economic Development, 201 North Broadway, Billings, Montana 59101; or email [dianne@bigskyveda.org](mailto:dianne@bigskyveda.org); OR contact the Yellowstone County Commissioners by calling (406) 256-2701 during regular business hours. All correspondence submitted before 5:00 p.m. on Friday, June 5, 2026, will be made a part of the public hearing record.

Dated this 26 day of May, 2026.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

/s/ Mark Morse, Chairman

ATTEST

/s/ Jeff Martin, Clerk and Recorder

Department: Commissioners  
Advertise: 05/29 & 6/05  
(TR)

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Dry Hydrant Easement Peterson Road Estates

**Submitted For:** Jeff Martin, Clerk And Recorder

**Submitted By:** Jeff Martin, Clerk And Recorder

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**TOPIC:**

Acceptance of Dry Hydrant Easement, Lots 2 and 3, Peterson Road Estates Subdivision

**BACKGROUND:**

Required for public safety access to dry hydrant.

**RECOMMENDED ACTION:**

Accept and execute.

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**Attachments**

Dry Hydrant Peterson

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Return to:  
WWC Engineering  
550 S. 24<sup>th</sup> Street W. Suite 201  
Billings, MT 59102

**DECLARATION OF EASEMENT FOR DRY HYDRANT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, CROWN ACRES LIMITED PARTNERSHIP (the "Grantor"), does this 12 day of April, 2026, hereby grants unto YELLOWSTONE COUNTY, for the benefit of the Public (the "Grantee") a perpetual easement as written below, across, over and through certain real property known as Lots 2 and 3 of Peterson Road Estates Subdivision within Section 27, T.03N., R26E., P.M.M., Yellowstone County, Montana, said easement being more particularly described as follows, to wit:

DRY HYDRANT EASEMENT as shown on the Peterson Road Estates Subdivision plat recorded with the Yellowstone County Clerk and Recorder under Document No. 4134268.

The Grantor does hereby grant unto the Grantee, its successors and assigns, the right, privilege, and authority to construct, reconstruct, maintain, operate, repair, improve, replace, and use a dry hydrant facility and any necessary fixtures and appurtenances over, across and upon said real property.

This perpetual easement shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

*Giovanni Forgione*  
Giovanni Forgione, Managing Member  
Crown Acres Limited Partnership

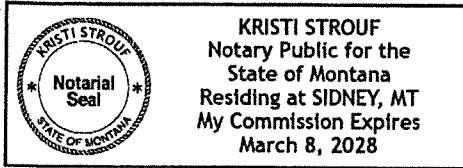
STATE OF MONTANA )

:SS

COUNTY OF RICHLAND )

On this 12 day of April, 2026, before me a Notary Public for the State of Montana, personally appeared Giovanni Forgione, Managing Member of Crown Acres Limited Partnership, who executed the foregoing instrument and acknowledged to me that he executed the same. He declared to be located in Terrebonne, QC.

Notarized online using audio-video communication



Notary Public for the State of Montana  
Residing at: Sidney, MT  
My commission expires: 03/08/2028

This record is part of, or pertains to, a matter that is to be filed with or is before a court, government entity, or other entity located in the United States or involves property located in or a transaction substantially connected with, the United States.

**Acknowledgement and Acceptance of Conveyance**

The Yellowstone County Board of County Commissioners acknowledges receipt of this conveyance and accepts on behalf of Yellowstone County the property interest conveyed through this instrument.

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST: \_\_\_\_\_  
Clerk and Recorder

STATE OF MONTANA )

: ss

County of Yellowstone )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me a Notary Public of the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as members of the Yellowstone County Board of County Commissioners, and \_\_\_\_\_, as the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the Acknowledgment and Acceptance of Conveyance portion of this conveyance on behalf of Yellowstone County in their official capacity as Board Members and the Clerk and Recorder.

IN WINESSS WHEREOF, I have hereunto set my hand and affixed my seal this day and year in this certificate first above written.

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Notary Public in and for the State of Montana

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Board Openings

**Submitted By:** Erika Guy

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**TOPIC:**

Board Openings - Historic Preservation Board

**BACKGROUND:**

See Attached

**RECOMMENDED ACTION:**

Post

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**Attachments**

Board Openings

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# YELLOWSTONE COUNTY BOARD OPENINGS

May 26, 2026

|                             |        |                       |
|-----------------------------|--------|-----------------------|
| HISTORIC PRESERVATION BOARD | 2 year | 1 partial to 12/31/26 |
|-----------------------------|--------|-----------------------|

- NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, June 25, 2026

May 19, 2026

|  |        |                    |
|--|--------|--------------------|
| LOCKWOOD URBAN TRANSPORTATION DISTRICT | 4 year | 2 full to 5/2/28   |
| FUEGO FIRE SERVICE AREA                | 3 year | 1 full to 12/31/28 |
| WORDEN FIRE DISTRICT #4                | 3 year | 1 full to 5/1/29   |
| LAUREL FIRE DISTRICT #7                | 3 year | 1 full to 5/1/29   |
| LAUREL FIRE DISTRICT #5                | 3 year | 1 full to 5/1/29   |

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

|                       |        |                      |
|-----------------------|--------|----------------------|
| CUSTER CEMETERY BOARD | 3 year | 1 partial to 6/30/27 |
|-----------------------|--------|----------------------|

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, June 18, 2026

April 28, 2026

|                              |        |                       |
|------------------------------|--------|-----------------------|
| CITY/COUNTY PLANNING: DIST 3 | 2 year | 1 partial to 12/31/26 |
| CITY/COUNTY PLANNING: DIST 4 | 2 year | 1 partial to 12/31/26 |
| CITY/COUNTY PLANNING: DIST 5 | 2 year | 1 full to 12/31/27    |
| CITY/COUNTY PLANNING: DIST 7 | 2 year | 1 full to 12/31/27    |

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

|                              |        |                   |
|------------------------------|--------|-------------------|
| BROADVIEW CEMETERY           | 3 year | 1 full to 6/30/29 |
| BLUE CREEK FIRE SERVICE AREA | 3 year | 2 full to 5/8/27  |
| LAUREL FIRE DISTRICT #5      | 3 year | 1 full to 5/1/28  |
| LAUREL FIRE DISTRICT #7      | 3 year | 1 full to 5/1/28  |

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

|                                |        |  |
|--------------------------------|--------|--|
| CONSOLIDATED ZONING COMMISSION | 2 year | 1 full to 6/30/27<br>1 full to 6/30/28 |
|--------------------------------|--------|--|

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

|  |        |                       |
|--|--------|-----------------------|
| LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV. | 3 year | 1 partial to 12/31/27 |
| AREA II AGENCY ON AGING                  | 1 year | 1 full to 6/30/27     |
| LOCKWOOD TEDD                            | 3 year | 1 full to 3/31/29     |

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, May 28, 2026

**B.O.C.C. Regular**

3. a.

**Meeting Date:** 05/26/2026

**Title:** CLEAR Contract with Thomson Reuters

**Submitted For:** Amy Tolzien

**Submitted By:** Amy Tolzien

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**TOPIC:**

CLEAR Contract with Thomson Reuters

**BACKGROUND:**

People Search software used for locating victims / witnesses when law enforcement info is not accurate or up to date. Note the auto-renewal provision has been removed in the Addendum.

**RECOMMENDED ACTION:**

Approve

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**Attachments**

CLEAR

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**Thomson  
Reuters™**

## Order Form

## Order ID:Q-11629807

Contact your representative [kirsten.stewart@thomsonreuters.com](mailto:kirsten.stewart@thomsonreuters.com) with any questions. Thank you.

### Subscriber Information

#### Sold To Account Address

Account #: 1000321145  
YELLOWSTONE COUNTY ATTORNEY  
AMY TOLZIEN  
217 N 27TH ST RM 701  
BILLINGS MT 59101-1939 US

“Customer”

#### Shipping Address

Account #: 1000321145  
YELLOWSTONE COUNTY ATTORNEY  
AMY TOLZIEN  
217 N 27TH ST RM 701  
BILLINGS MT 59101-1939 US

#### Billing Address

Account #: 1000321145  
YELLOWSTONE COUNTY ATTORNEY  
AMY TOLZIEN  
217 N 27TH ST RM 701  
BILLINGS, MT 59101-1939 US

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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### ProFlex Products See Attachment for details

| Material # | Product       | Monthly Charges | Minimum Terms (Months) |
|------------|---------------|-----------------|------------------------|
| 41308780   | CLEAR Proflex | \$421.18        | 36                     |

### Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an “Automatic Renewal Term”), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit

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For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

#### Miscellaneous

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

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**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

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**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

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**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.



**Attachment**

**Order ID:Q-11629807**

Contact your representative [kirsten.stewart@thomsonreuters.com](mailto:kirsten.stewart@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-11629807

**Payment, Shipping and Contact Information**

**Payment Method:**

Payment Method: Bill to Account  
 Account Number: 1000321145  
 This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name:Tolzien, Amy  
 Email:atolzien@yellowstonecountymt.gov

**ProFlex Multiple Location Details**

| Account Number | Account Name                | Account Address                                      | Action |
|----------------|-----------------------------|--|--------|
| 1000321145     | YELLOWSTONE COUNTY ATTORNEY | 217 N 27TH ST RM 701<br>BILLINGS<br>MT 59101-1939 US | New    |

**ProFlex Product Details**

| Quantity | Unit   | Service Material # | Description                              |
|----------|--------|--------------------|--|
| 1        | Each   | 41308780           | CLEAR Proflex                            |
| 3        | Seats  | 41859364           | CLEAR Government Investigations Advanced |
| 50       | Alerts | 41343547           | CLEAR Alerting Pro Addon                 |

**Account Contacts**

| Contact Name  | Email Address                    | Customer Type Description |
|---------------|----------------------------------|---------------------------|
| Amy Tolzien   | atolzien@yellowstonecountymt.gov | CLEAR PRIMARY CONT        |
| Hallie Bishop | hbishop@yellowstonecountymt.gov  | EML PSWD CONTACT          |

**IP Address Information**

| From IP Address | To IP Address | From IP Address | To IP Address | From IP Address | To IP Address |
|-----------------|---------------|-----------------|---------------|-----------------|---------------|
| 0.0.0.0         | 0.0.0.0       |                 |               |                 |               |

**Sub Material**

**Quantity**

**Active Subscription to be Lapsed**

|          |   |  |
|----------|---|--|
| 41308780 | 1 | CLEAR Proflex                            |
| 41859364 | 3 | CLEAR Government Investigations Advanced |
| 41343547 | 1 | CLEAR Alerting Pro Addon                 |

**Charges During Minimum Term**

| Material # | Product Name  | Monthly Year 1 Charges | % incr Yr 1-2* | Monthly Year 2 Charges | % incr Yr 2-3* | Monthly Year 3 Charges | % incr Yr 3 4* | Monthly Year 4 Charges | % incr Yr 4-5* | Monthly Year 5 Charges |
|------------|---------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|------------------------|
| 41308780   | CLEAR Proflex | \$421.18               | 5.00           | \$442.24               | 5.00           | \$464.35               | N/A            | \$N/A                  | N/A            | \$N/A                  |

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Signature for Order ID: Q-11629807

**ACKNOWLEDGEMENT Q-11629807**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.



Signature of Authorized Representative for order

YELLOWSTONE COUNTY ATTORNEY

Title

SCOTT TWITO

Printed Name

5-15-26

Date

This Order Form will expire and will not be accepted after 9/11/2026 CT.

**Addendum to Order Form ("Addendum") Q-11629807**Customer: YELLOWSTONE COUNTY ATTORNEYAccount #: 1000321145

1. **Effect of Addendum.** The Order Form and the underlying Thomson Reuters General Terms and Conditions (or other applicable governing terms) (collectively, the "Agreement"), between you and Thomson Reuters (as set forth in the Order Form) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
  
2. **Modification to Agreement.** Notwithstanding anything in the Agreement to the contrary, the following provisions shall apply:
  - a. **Term Commitment.** Your subscription will not automatically renew at the end of the term set forth in the Order Form. Thereafter, the parties may agree to extend your subscription by mutual written agreement.
  
3. Except as expressly modified herein, all other terms and conditions of the Agreement will remain unchanged.

This Addendum shall be effective when signed by you and accepted by Thomson Reuters. By signing this Addendum, you acknowledge that you are authorized to accept these terms on behalf of your organization:

**YELLOWSTONE COUNTY ATTORNEY**By: Name: SCOTT TWEDTitle: YELLOWSTONE CO.Date: 5-15-26

**B.O.C.C. Regular**

3. b.

**Meeting Date:** 05/26/2026

**Title:** BMO Lease Renewal

**Submitted By:** Steve Williams

---

**TOPIC:**

BMO Lease Renewal

**BACKGROUND:**

BMO has exercised its option to renew its lease agreement for five years.

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

BMO Renewal

---

## FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into May \_\_\_\_, 2026 by and between Yellowstone County Montana (successor “Landlord”) and BMO Bank N.A. (f/k/a BMO Harris Bank N.A.), a national banking association (“Tenant”).

WHEREAS, Landlord’s predecessor-in-interest and Tenant entered into that certain Lease Agreement dated September 21, 2016 (the “Lease”) for lease of the entire 5th floor, approximately 9,486 sq. ft. (the “Premises” as defined in the Lease), in the Building located at 2825 Third Avenue North, Billings, Montana;

WHEREAS, the Initial Term of the Lease expires on February 28, 2027; and

WHEREAS, pursuant to Lease Section 6, the parties agreed up annual rent and desire to renew the Lease for a Renewal Term from March 1, 2027 – February 28, 2032, at the rent and on the terms as specifically set forth below.

NOW, THEREFORE, Landlord and Tenant, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree to amend the Lease as follows:

1. Term. The term of the Lease is hereby extended for an additional five (5) year period (the “Renewal Term”), commencing on March 1, 2027 (the “Renewal Term Commencement Date”) and expiring February 29, 2032 (the “Renewal Term Expiration Date”), unless sooner terminated pursuant to the Lease. The Renewal Term shall be deemed part of the Term for all purposes under the Lease.
2. Renewal Term Rent Schedule. Beginning on the Renewal Term Commencement Date and continuing for five (5) years thereafter, rent due shall be as follows:

| <b>Renewal Term Lease Year</b> | <b>Annual Rent per Square Foot</b> | <b>Annual Rent</b> | <b>Monthly Rent</b> |
|--------------------------------|------------------------------------|--------------------|---------------------|
| <b>03/01/27 – 02/29/28</b>     | \$25.54                            | \$242,272.44       | **\$20,189.37**     |
| <b>03/01/28 – 02/28/29</b>     | \$26.31                            | \$249,540.61       | \$20,795.05         |
| <b>03/01/29 – 02/28/30</b>     | \$27.10                            | \$257,026.83       | \$21,418.90         |
| <b>03/01/30 – 02/28/31</b>     | \$27.91                            | \$264,737.64       | \$22,061.47         |
| <b>03/01/31 – 02/29/32</b>     | \$28.75                            | \$272,679.77       | \$22,723.31         |

3. \*\*Abatement Rent Credit\*\*. Tenant shall be entitled to apply a Rent Abatement Credit in the amount of \$39,208.00 against the Monthly Rent coming due for the months of March and April, 2027. The Rent Abatement Credit is intended to compensate Tenant for disruption to Tenant’s business operations due to HVAC work in the Building and Premises.
4. Renewal Options. Tenant has no remaining Renewal Options unless otherwise agreed by the parties prior to the expiration of the Renewal Term.

5. Broker Fee. Tenant has retained Ethan Kanning/NAI and Jeff Liljeberg/JLL as its realty brokers for this transaction. Landlord has no broker or other person or entity entitled to a commission for this transaction. The parties acknowledge that the Tenant shall be responsible for payment to its brokers of its broker fees pursuant to separate agreement.
6. No Further Modification. All other terms of the Lease remain unchanged and in full force and effect. In the event of conflict, this Amendment controls only as to the specific provisions amended. Capitalized terms in this Amendment shall have the meaning ascribed to them as set forth in the Lease unless otherwise defined in this Amendment.
7. Notices. Tenant's Notice address, effective immediately, shall be as follows:

(Email communication is preferred for faster processing)

BMO Bank N.A.  
Attn: Procurement – Property Administration  
P.O. Box 755  
Chicago, IL 60690  
**Email:** [Procurement.propertyadminUScomms@bmo.com](mailto:Procurement.propertyadminUScomms@bmo.com)

For Overnight Mail ONLY:

BMO Bank N.A.  
Attn: Procurement – Property Administration  
320 S. Canal Street  
Chicago, IL 60606

Copy to:

Bailey Borlack Nadelhoffer LLC  
Attn: Eric G. Grossman  
150 S. Wacker, Suite 2400  
Chicago, IL 60606  
**Email:** [egrossman@bbn-law.com](mailto:egrossman@bbn-law.com)

and

BMO Transaction Management's General Email:  
[057dd908.bmo.onmicrosoft.com@amer.teams.ms](mailto:057dd908.bmo.onmicrosoft.com@amer.teams.ms)

8. Severability. If any term or condition of this Amendment, or application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or application of such term or condition to persons or

circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect.

9. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of, the parties hereto, their legal representatives, and permitted assigns and designees.
10. Authority. Each party represents that it has full authority to execute this Amendment.
11. This Amendment may be signed electronically (including via DocuSign, Adobe Sign, or other similar document signing software) and/or in counterparts, each of which shall be considered an original, but together shall constitute one agreement.

EXECUTED as of the date listed above.

LANDLORD:

Yellowstone County Montana

By: \_\_\_\_\_  
Mark Morse, BOCC Chair

TENANT:

BMO Bank N.A.

By: \_\_\_\_\_  
Jon Burk, its VP-Corporate Real Estate

**B.O.C.C. Regular**

4. a.

**Meeting Date:** 05/26/2026

**Title:** PILT request-March Against Drugs and Violence

**Submitted For:** Jennifer Jones, Finance Director      **Submitted By:** Stefanie Ans

---

**TOPIC:**

PILT Request-March Against Drugs and Violence

**BACKGROUND:**

March Against Drugs and Violence is requesting \$250 this year for their July event.

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Boys and Girls Club March Against Drugs and Violence-PILT

---

Yellowstone County Commissioners  
RECEIVED

MAY 18 2026

May 12, 2026



Dear Mr. Morse,

I am writing on behalf of the March Against Drugs and Violence to respectfully request your continued support. We are fast approaching our event date of July 11, 2026. In the past years your support has meant so much to our cause. With your help we have been able to reach more families and individuals with educational materials and awareness regarding the drug and violence problems we have here in our city and throughout our country. This educational opportunity allows us to make positive changes in people's lives, raises awareness and hope for a brighter future for all.

Your donation of \$250.00 would be much appreciated. The funds that we raise will be put toward our event on July 11<sup>th</sup> in the form of:

- \*Event Flyers
- \*T-shirts
- \*Swag Bags
- \*Free Food
- \* Prizes - and so much more

Can we count on you for your support again this year? At this time, we are seeking donations of funds, contributions of any size would make a meaningful difference. Last year your donation of \$250.00 went a long way. We'd be ever so grateful if you were able to match that same amount this year.

We would also ask for your current logo that we could add to our flyer and T-shirts.

If you would like additional information or would like to discuss how you can support our efforts, please contact Mike Yakawich at 406-647-6391 or [yak.mike@gmail.com](mailto:yak.mike@gmail.com). Please visit our website at [madvmontana.com](http://madvmontana.com). Please make checks payable to: **MADV** and mail to our valued partner, and fiscal agent:

MADV  
The Boys and Girls Club of Yellowstone County  
505 Orchard Lane, Billings MT 59105.

Thank you for your time, consideration, and commitment to helping our community.  
Sincerely,

Kim Dostal  
Finance Specialist  
Boys & Girls Clubs of Yellowstone County  
406-294-4531

**B.O.C.C. Regular**

4. b.

**Meeting Date:** 05/26/2026

**Title:** Court House Security Equipment

**Submitted For:** Jennifer Jones, Finance Director      **Submitted By:** Stefanie Ans

---

**TOPIC:**

Interagency Agreement between the Office of the Court Administrator and Yellowstone County for Court Security

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve or deny.

---

**Attachments**

Interagency Agreement with OCA

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## **INTERAGENCY AGREEMENT**

This agreement is entered into by and between the Office of the Court Administrator (hereinafter referred to as OCA), the 13th Judicial District and Yellowstone County (hereinafter referred to as the County).

THE PARTIES OF THIS AGREEMENT, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

The OCA, hereby enters into this interagency Agreement to allocate funding to the County for the purpose of improving court security.

### **DUTIES AND RESPONSIBILITIES OF THE COUNTY:**

To ensure that the obligations are met, the county agrees to the following:

1. The county agreed to a security review in partnership with OCA's court security specialist, which has been completed prior to signing this agreement.
2. The county will purchase and install the equipment identified and OCA will reimburse Yellowstone County within 30 days of purchase.

### **ALLOCATION OF FUNDS:**

The OCA shall authorize Yellowstone County spending authority as follows:

- A. Yellowstone County shall purchase equipment totaling \$10,436.65 to be allocated as follows:
  - a. The County will purchase 33 tablets, along with charging equipment and protective cases to serve judges and authorized staff for remote access to District Court security camera feeds in Yellowstone County Courthouse.
  - b. The purchased devices will remain property of the County.
  - c. The County will connect the tablets to the county network for streaming District Court security feeds via the Wisenet WAVE application.
  - d. The County will provide ongoing operational support for the 33 tablets, including maintaining security updates and protocols.
  - e. Ensure all tablets remain dedicated to the viewing of security camera feeds and are not repurposed for non-judicial use.
  - f. The County's IT department will serve as the primary helpdesk for District Court Judges and staff, for issues related to the security camera system and related components, including tablets.
  - g. The County will not be responsible for replacing the tablets.
  - h. State employees shall not remove tablets from the courthouse or use the tablets for any other use besides viewing security camera feed without prior authorization from the County.
  
- B. Yellowstone County shall purchase equipment totaling \$802.63 to be allocated as follows:

- a. The County will purchase 9 Nightlock Lockdown 2 devices at a cost of \$765.00 dollars
- b. Shipping for the 9 devices would be \$37.63.
- c. The 9 devices would be placed in:
  1. Courtroom 401 (inner airlock door)
  2. Courtroom 403 (inner airlock door)
  3. Courtroom 414 (inner airlock door)
  4. Courtroom 506
  5. Courtroom 509
  6. Courtroom 515
  7. Courtroom 518
  8. Courtroom 606 (from Courtroom into Chambers)
  9. Courtroom 608

C. Funds from the OCA for the security grant may not be used to supplant funding for security related programming/services currently being utilized in the County.

#### **TIME OF PERFORMANCE:**

For Part A in Allocation of Funds:

This part of the agreement will remain in place for the life of the 33 tablets, approximately 5-7 years, or until new technology is introduced to provide the District Courts access to security feeds, or a new agreement is put in place.

For Part B in Allocation of Funds:

This part of the agreement shall take effect on May 26, 2026 and shall terminate on May 26, 2027 unless terminated earlier in accordance with terms of this Agreement.

#### **Liaison**

The liaison for the OCA will be the Court Administrator or his designee. Liaison for Yellowstone County will be a member or an appointed designee of the Yellowstone County Board of County Commissioners.

#### **ACCESS AND RETENTION OF RECORDS**

- A. Yellowstone County agrees to provide the OCA, the Legislative Auditor or their agents' access to any records concerning this Agreement.
- B. Yellowstone County and the OCA agree to create and retain all records supporting this Agreement for a period of three years after the completion of this Agreement.

The OCA cannot disburse any payments under this Agreement until a fully executed Agreement is returned to the OCA.

**SIGNATURES:**

**Supreme Court Administrator**

---

Dave McAlpin

**Chair, Yellowstone County Board of County Commissioners**

---

Mark Morse

**District Court Judge, 13<sup>th</sup> Judicial District**

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Hon. Linneweber

**B.O.C.C. Regular**

4. c.

**Meeting Date:** 05/26/2026

**Title:** Facilities Contract - Precision Plumbing & Heating Inc. - Ostlund Building Storm Drain

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

---

**TOPIC:**

Facilities Contract - Precision Plumbing & Heating Inc. - Ostlund Building Storm Drain

**BACKGROUND:**

The Facilities Department is requesting Commissioners' approval for a contract with Precision Plumbing & Heating Inc. to provide materials and labor to connect the roof drain of the Ostlund Building to the storm sewer main in the alley east of the building. There are sufficient funds in the General Fund - Building account (4050.000.599.411200.920) to complete this project.

**RECOMMENDED ACTION:**

Sign contract and return a copy to Finance.

---

**Attachments**

Precision Contract - OB Storm Sewer Connection

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# YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Precision Plumbing & Heating Inc., herein referred to as "CONTRACTOR", whose address is P.O. Box 31432, Billings, MT 59107

THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES:** CONTRACTOR agrees to provide all labor and materials to connect the roof drain of the John V. Ostlund Building to the storm sewer main in the alley east of the building. Full scope detailed in CONTRACTOR's bid, dated May 18<sup>th</sup>, 2026.

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

**3. EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall commence work upon approval of this Contract by both parties.

**4. COMPENSTATION:** For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$46,777.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

**5. CONTRACTOR'S REPRESENTATION:**

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

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

1. This agreement
2. CONTRACTOR's bid dated May 18<sup>th</sup>, 2026

3. **CONTRACTOR's certificate of insurance and workers compensation coverage**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Contract will be effective May 26<sup>th</sup>, 2026.

COUNTY:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR  
Precision Plumbing & Heating Inc.  
Billings, MT 59107

---

Mark Morse, Chair  
Board of County Commissioners



---

Dave Biegel

ATTEST:

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Jeff Martin, Clerk and Recorder



P.O. Box 31432 • Billings, MT 59107  
 655-9240 655-9245 Fax

|            |
|------------|
| Date       |
| 05.18.2026 |

Yellowstone County

John V Ostland Building  
 Storm sewer connection  
 Alley east of John Ostland Building

| Description   | Total                     |
|---|---------------------------|
| <p><b>BID AMOUNT</b></p> <p>Right of way permit and storm sewer connection permit<br/>           Concrete cutting and removal over connection site<br/>           Hydro excavate to expose storm sewer main<br/>           Disposal of excavation spoils<br/>           Extend existing exterior roof drain piping to storm sewer main<br/>           Establish new connection to storm sewer main<br/>           Backfill with flowable fill<br/>           Concrete replacement in alley<br/>           Install two traffic ballards<br/>           Traffic control barricades<br/>           Temporary fence<br/>           Precision's onsite foreman will be present for all work performed<br/>           Garbages will need to be moved to a location that the city will be able to access during the project<br/>           Reconfigure exterior piping to accommodate a heat tape entrance that is out of reach</p> <p><b>Bid excludes:</b><br/>           Electrical wiring or conduit<br/>           Heat tape<br/>           Reconfiguration of interior piping</p> | <p>\$46,777.00</p>        |
| <p><i>Bid work will be performed during normal business hours M-Th 7:00a-4:30p F 7:00a-11:00a</i><br/> <i>Work performed outside normal business hours will be billed at a rate of time and a half</i></p>  | <p><b>\$46,777.00</b></p> |

Signature \_\_\_\_\_

**B.O.C.C. Regular**

4. d.

**Meeting Date:** 05/26/2026

**Title:** Justice of the Peace Travel Budget Amendment

**Submitted By:** Anna Ullom, Senior Accountant

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**TOPIC:**

Justice of the Peace Travel Budget Amendment

**BACKGROUND:**

Move \$3,500 of budgeted expenditure authority from 1000.121.410340.210 to 1000.121.410340.370 to cover the COLJ Clerks Conference held in Great Falls in the week of May 2026.

**RECOMMENDED ACTION:**

Refer to letter.

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**Attachments**

Justice of the Peace Travel Budget Amendment

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# Yellowstone County



FINANCE  
(406) 256-2754  
(406) 254-7929 (FAX)

P.O. Box 35003  
Billings, MT 59107-5003

May 21, 2026

Board of Yellowstone County Commissioners  
P.O. Box 35000  
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the Justice of the Peace fund.

Your Policy #23-18 in Section N gives my department the authority to move up to \$50,000 within a fund. This has been routinely performed over the years where unexpended needs are projected for that fund. These are then recapped during the mid-year or end of year budget process for Board approval.

This letter is intended to inform the Board of our intent to move \$3,500 of budgeted expenditure authority from the Office Supply account (1000.121.410340.210). This authority will be going to the Travel account (1000.121.410340 370) to cover the COLJ Clerks Conference held in Great Falls the first week in May 2026.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval via resolution for final budget FY26.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Jones". The signature is fluid and cursive.

Jennifer Jones  
Finance & Budget Director

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Dell Data Center 5-Year agreement

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

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

---

**TOPIC:**

Dell Data Center 5 - Year Agreement

**BACKGROUND:**

Implementation of new hardware for the County Primary data center and re-provisioning existing hardware to create a secondary backup data center location at Metra Park/Items covered in the discussion agenda on May 14th, 2026 regarding the proposal to implement hardware necessary to create a failover/backup data center for County technology operations. This proposal includes a 5-year agreement through Dell and CDWG for the DELL APEX Data Center as a Service program. This agreement provides Yellowstone County with new hardware for the primary data center, sized for five years' growth at current storage rates. Existing data center hardware will be re-provisioned to the Metra Park data center location to provide backup/failover capabilities for Yellowstone County IT Services. On concerns from the County Commissioners, Yellowstone County in-house counsel, Steve Williams, reviewed the termination for cause portion of the agreement and approved.

**RECOMMENDED ACTION:**

It is recommended that the BOCC approve this 5-year agreement to establish expanded data center capabilities for Yellowstone County Technology.

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**Attachments**

Agreement Section 1 for Signature

Agreement Section 2 for Signature

Supporting Documentation

Supporting Documentation

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**APEX Subscriptions End User Form – U.S. Public**

This Dell APEX Subscriptions End User Form (“End User Subscription Form”) sets forth the terms for using the Products below on a flexible consumption basis.

|   |   |
|---|---|
| <b>Form Effective Date:</b>   | <b>Contract Code:</b>   |
| <b>Form Number 01-23519-00</b>  | <b>Prime Contract:</b>  |
| <b>Dell Technologies entity (“Dell”):</b><br>EMC Corporation<br>176 SOUTH STREET<br>HOPKINTON, MA 01748 | <b>Distributor (if applicable):</b>   |
| <b>Reseller:</b><br>CDW Logistics LLC<br>200 N Milwaukee Ave<br>Vernon Hills, IL, 60061                 | <b>Public End User:</b><br>Yellowstone County, MT<br>217 N 27TH ST RM 203<br>Billings, Montana 59101-1939 |
| <b>Products</b>   |   |
| <b>Products, Support Services Level and Deployment Services:</b>  | Identified on Attachment 1  |
| <b>Subscription Term:</b> <sup>1</sup>  | 60 Months   |
| <b>Site:</b>  | YELLOWSTONE COUNTY<br>2825 3RD AVE N FL 6<br>BILLINGS, Montana 59101-1949                                 |
| <b>Ship to: (optional)</b>  |   |
| <b>Storage Table</b>  |   |
| <b>Billing Metric</b>   | Consumed Raw Storage  |
| <b>Monthly Commitment</b> (as a percentage of Metered Total Capacity)                                   | 50%   |

**1.0 Metrics.**

“**Metered Total Capacity**” means the reported capacity of the Products based upon End User’s configuration in the applicable environment. Reports will reflect the Metered Total Capacity of Products as reported by the Product and will scale the Monthly Commitment in line with the Monthly Commitment as a Percentage of Metered Total Capacity. The Monthly Commitment as a Percentage of Metered Total Capacity remains fixed.

**1.1 Storage Metering.**

**Storage.** Metered Total Capacity, Monthly Commitment and Reserve Usage are measured by either the amount of Consumed Usable Storage or Consumed Raw Storage. Both amounts include storage by GiB

<sup>1</sup> Except as outlined by the Governing Terms and your agreement with Reseller, the Subscription Term cannot be terminated before the end of the Subscription Term. Please note that the Governing Terms and your agreement with Reseller has information on ending or extending the Subscription Term.



written or reserved by the Product to provide storage to servers or used for maintaining replicas of server storage. It does not include storage used for disk formatting or dedicated spare disks. It is measured after the application of storage reduction techniques performed by the Products such as compression and de-duplication.

**Consumed Raw Storage** includes storage used for Product overheads such as Protection/RAID and (where appropriate) dynamic or virtual sparing. It means that storage consumed on the Product that cannot be reused by other means is converted to a raw format by adding the parity and protection overheads.

**2.0** This End User Subscription Form is subject to the written agreement between End User and Prime Contractor inclusive of the APEX Subscription Terms for Partner End Users - U.S. Public attached to this Form in Attachment 2.

### **3.0 Additional Terms**

**Attachment 1**

|                      |               |
|----------------------|---------------|
| <b>Quote Number:</b> | 3000202746782 |
|----------------------|---------------|

| <b>Products</b>          | <b>Quantity</b> |
|--------------------------|-----------------|
| PowerScale A310          | 4               |
| PowerScale Chassis       | 1               |
| Backend Network Switches | 2               |
| Isilon Accessories       | 1               |

| <b>Services</b>          |   |
|--------------------------|---|
| Support                  | ProSupport Plus and 4-Hour Mission Critical |
| Deploy                   | ProDeploy Plus                              |
| Modular Managed Services | No  |

## Attachment 2

### **APEX Subscriptions Terms for Partner End Users – U.S. Public**

**Last Updated:** May 6, 2024

These Dell APEX Subscriptions Terms for Partner End Users – U.S. Public (the “Agreement”) establishes the terms and conditions for the Subscription. Capitalized terms used in this Agreement are defined below in Clause 8 (Definitions).

#### **1. Delivery, Site, Use, Risk, and Return.**

**1.1 Delivery; Site.** Prime Contractor will ship the Products to the Site stated in the Order. Where software is provided in a form that is embedded on the Equipment, Prime Contractor will enable any required license keys by electronic means. Before arrival of the Products to the Site and during the Subscription Term, You must have arranged: (i) appropriate space at the Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products. The Products may not be moved from the Site without Prime Contractor’s prior written consent. You grant or will obtain the right for Prime Contractor’s and Dell’s reasonable access to the Site for purposes of: (i) providing Services; (ii) metering; (iii) inspecting the Products; (iv) performing Asset Recovery; and (v) exercising Prime Contractor’s and Dell’s other rights set forth in this Agreement. In case the Equipment is installed at a Colocation Site, You guarantee that both Prime Contractor and Dell have the right to exercise their respective rights concerning the Products stated above. To the extent allowed by law, You agree to hold Prime Contractor and Dell harmless from and against any and all disputes, claims or controversies (whether in contract, tort (including negligence) or otherwise) resulting from Your locating the Products at a Colocation Site.

**1.2 Title.** Dell retains title to Products at all times notwithstanding the manner in which such may be attached or affixed to realty.

**1.3 Use.** You may use the Products at the Site only during the Subscription Term for your internal business operations. Your rights to use the Products provided by Prime Contractor during the Subscription Term are governed by the terms of this Agreement and, for Software, the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on either [www.dell.com/eula](http://www.dell.com/eula) (“EULA”) or, for any United States Federal Government End User(s), [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/eula-us-federal.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/eula-us-federal.pdf) (“USG EULA”) for the relevant Software product family and effective as of the date of the applicable End User Subscription Form apply. You agree that use of the Products will not violate any applicable law, including but not limited to: violation of the rights of others, violation of laws concerning child pornography or laws concerning illegal gambling. You agree that You will not use the Products to stalk, harass or harm anyone, including minors, or be abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, advocate violence or encourage illegal activity.

**1.4 Third Party Products.** Third Party Products offered to You under an End User Subscription Form are subject to the standard terms, license, services, warranty, indemnity and support terms of the third-party manufacturer/supplier (or applicable direct agreement between You and such manufacturer/supplier). You agree to such terms. In return, any warranty, damages or indemnity claims against Prime Contractor or Dell in relation to Third Party Products are excluded. **Neither Prime Contractor nor Dell make no express warranties or conditions, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance or usage of trade even if support and licensing fees are invoiced through Prime Contractor or Dell.** Unless otherwise provided in your license agreement with the third-party manufacturer/supplier, You acknowledge that your

right to use the Third Party Products is limited to the Subscription Term and any agreed upon extension thereto in accordance with this Agreement.

**1.5 Services.** Scope and the details of Services and Product-specific terms are specified in the applicable standard service description that is referred in the End User Subscription Form. Such standard descriptions are from time to time referred to as “Service Description(s)”, “Product Notices” or “Service Briefs.” The version of the applicable document that is effective as of the date of the applicable End User Subscription Form, is deemed incorporated into this Agreement. Scope and details of customized Professional Services, if any, not covered by such a standard description will be documented in a mutually agreed Statement of Work (“SOW”). You agree that failure to comply with this Agreement, including the applicable standard service description and the End User Operating Environment Warranty, may limit Prime Contractor’s ability to provide Services. In such case, proactive support capabilities, response times or other service levels may no longer apply, and Prime Contractor may make the continuation of Services and/or the Subscription dependent on a mutually agreed upon adjustment of fees and reasonable charges for any recertification necessary for continued support.

**1.6 Ownership of Customer Content.** You agree that: (i) Customer Content remains the responsibility of U.S. Public End User; and (ii) neither Prime Contractor nor Dell handles, processes or directs the use of Customer Content.

**1.7 Return of Products; Data Migration.** No later than seven (7) days after the end of the Subscription Term, You must: (i) migrate and erase (by method that does not cause damage to the Products) Customer Content from the Products and (ii) make the Products available to Prime Contractor or Dell for Asset Recovery. Unless Prime Contractor or Dell have agreed in writing to perform data migration, Prime Contractor and Dell are not responsible for removing Customer Content from the Products. If You have not deleted Customer Content from the Products, it may be deleted by Prime Contractor or Dell. At no time shall Prime Contractor or Dell be responsible for, or bear any liability regarding, any Customer Content that is not erased or removed from the Products before Asset Recovery. The parties will mutually agree on a time for Asset Recovery, but in no case will Asset Recovery occur later than seven (7) days after the end of the Subscription Term unless another date has been agreed in writing by the parties. You will continue to pay Fees to Prime Contractor until Asset Recovery occurs.

## **2. Metering.**

### **2.1 Authorization to Meter; Subscription Usage.**

During the Subscription Term, Dell meters usage and collects telemetry data relating to the Products as further provided in the [Dell Telemetry Data Provision](#). Dell is authorized to meter and/or audit the usage to calculate the associated fees via electronic means in accordance with the Dell Telemetry Data Provision or through on-site inspection by Dell personnel. Prime Contractor and Dell agree to cooperate with You to minimize the impact of any on-site inspection to Your operations.

You agree that:

- A.** Dell may store Measuring Equipment at the Site and to load Measuring Equipment onto Products;
- B.** Dell may have reasonable access to the Measuring Equipment at the Site;
- C.** You will provide and maintain equipment (a physical server or virtual machine) necessary to run storage metadata telemetry collection software and enable electronic communications between the Products and Dell;
- D.** You will not disable, interfere in the operation of the Measuring Equipment, or copy or make any use of the Measuring Equipment whatsoever;
- E.** You will protect the Measuring Equipment from disclosure to a third-party; and
- F.** You must promptly install and make available for use all Products contained in each Order including all components that Dell ships to Your Site (e.g., hard drives, etc).

You acknowledge that Dell shares metering information including the Monthly Commitment and Reserve Usage with Partner for its billing purposes.

## **2.2 Interruption of Metering Capabilities.**

If, for more than seven (7) days of any calendar month, Dell is unable to meter usage due to: (i) any action by anyone other than Prime Contractor or Dell or (ii) a failure of any communications equipment used for facilitating metering, then Your usage will be deemed to be equal to the usage during the previous Billing Period. If Dell is unable to meter for a period of more than thirty (30) days due to (i) or (ii) or Your failure to comply with Clause Authorization to Meter; Subscription Usage of this Agreement, Your usage will be deemed to be equal to the maximum capacity of the Products. If Dell is unable to meter usage due to any failure which is caused by Prime Contractor or Dell (e.g. failure of the Measuring Equipment), Your usage will be deemed to be equal to the usage during the previous Billing Period. Dell will promptly notify You and Prime Contractor of an inability to access the Products (electronically or physically, as applicable) and work cooperatively to reestablish access.

## **3. Warranty.**

**3.1 Warranty and Remedy.** During the initial Subscription Term, Dell will exercise reasonable care to maintain a Product's ability to perform substantially in accordance with the corresponding standard documentation issued by Dell for the applicable Product under normal usage and with regular recommended service and provide Services in a workmanlike manner. You will promptly provide Dell and Prime Contractor with written notice of any failure to conform with the foregoing warranty but within ten days after the date on which such failure first occurs for Services. Dell's entire liability and Your exclusive remedies for any failure to comply with this warranty are as follows: Dell will make reasonable efforts to correct the non-conformance within a reasonable period of time, not to exceed 30 days from receipt of Your notice (the "**Cure Period**"); and (a) if Dell is unable to correct the non-conformance during the Cure Period for reasons for which Dell is responsible, then Dell will replace the non-conforming Product or reperform the applicable Services; or (b) if Dell, at its sole discretion, determines such is not reasonably possible, then You may terminate the applicable Order and End User Subscription Form and You may seek a refund of any prepaid fees for the Subscription that will not be provided as a result of the termination.

**3.2 Limitations.** The warranties set forth in this clause do not cover problems that arise from: (i) accident or neglect by You or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Dell's control; (iii) installation, operation or use not in accordance with Prime Contractor's or Dell's instructions and the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Dell personnel or its authorized designee or (vi) causes attributable to normal wear and tear (e.g., cosmetic damage that doesn't affect the Product's functionality). Dell has no obligation for: (1) Software installed or used beyond the licensed use, or (2) Product whose original identification marks have been altered or removed. Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead to death, bodily injury, or physical or property damage (collectively, "High-Risk Activities"). You agree that You are not relying on delivery of future functionality, public comments or advertising by Dell, or product roadmaps when purchasing a Subscription.

**3.3 Warranty Disclaimer. Other than the warranties set forth in this clause, and to the maximum extent permitted by applicable law, Dell and Dell's Affiliates: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities. Dell is not liable for delays, interruptions, service failures or other problems inherent in use of internet and electronic communications or for issues related to Colocation Sites.**

**3.4 End User's Operating Environment Warranty.** You agree to operate the Products: (i) with reasonable care, (ii) in accordance with the documentation and configuration provided by Prime Contractor and/or Dell, and (iii) in accordance with industry standards (including but not limited to maintaining a regular data back-up system for Customer Content). You agree to keep the Products located at the Site free and clear from any liens or encumbrances. You must give immediate written notice of any attachment or judicial process affecting the Products or Dell's ownership.

#### **4. Term and Termination**

**4.1. Term.** This Agreement is effective on the Effective Date provided in the End User Subscription Form and continues until the earlier of termination or Asset Recovery.

#### **4.2 Effects of Termination.**

**A. Generally.** When the Subscription expires, terminates or is rejected for any reason, You must: (a) stop using the Products; (b) make the Products available for Asset Recovery and provide prompt access to the Site to recover the Products; (c) return, or if requested by Dell, destroy any confidential information in Your possession or under Your control (other than information that applicable law requires You to retain). You are responsible for making sure that You have copies of all Customer Content You require prior to the date of any termination in accordance with Clause 1.7 above. You are responsible for the payment of the actual documented price of any component(s) of the Products You do not return and for any damage to Products beyond normal wear and tear.

**B. Survival.** The provisions relating to confidentiality, liability, and all rights of action accruing prior to termination, along with any other provision of the Agreement that, expressly, or by its nature and context, is intended to survive, will survive termination.

**4.3. Essential Use/Intent.** You agree that early termination of the applicable Order is highly unlikely because the acquisition, quantity and use of the Subscription are deemed to be essential to U.S. Public End User's operations and You agree have U.S. Public End User complete an Essential Use Certificate if required by Prime Contractor.

#### **5. Prevention and Mitigation.**

You are solely responsible for Customer Content and for maintaining an IT architecture, as well as processes, enabling You to prevent and mitigate damages in line with the criticality of the Customer Content for Your business and its data protection requirements, including a business recovery plan. You will: (a) provide for a backup process in accordance with industry standards including but not limited to backup relevant data before Prime Contractor or Dell perform any remedial, upgrade or other works on the Products or Your IT systems; (b) monitor the availability and performance of Your IT environment, including the Products; and (c) promptly react to messages and alerts received from Dell or through notification features of the Products and immediately report any issue You identify to Prime Contractor.

**6. Trade Compliance.** You are subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions (collectively, "Applicable Trade Laws"). The Subscription and any other products or services are for Your authorized use under this Agreement, and may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. You represent and warrant that You are not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit [Dell Trade Compliance](#).

**7. Disclosure of End User Agreement.** You agree Prime Contractor may disclose the End User Agreement to Dell and Dell's Affiliates.

#### **8. Definitions.**

- 8.1 “Affiliate” or “Affiliates”** means any other entity that controls, is owned by, controlled by or under common ownership or control with You, and with respect to Dell, “Affiliate” means Dell Technologies, Inc. and its wholly-owned subsidiaries. “Control” means more than 50% of the voting power or ownership interests.
- 8.2 “APEX End User Subscription Form (Indirect)” or “End User Subscription Form”** means the form listing the Products and Services included in the Subscription and this Agreement.
- 8.3 “Asset Recovery”** of a Product means Prime Contractor or Dell taking possession of the Product.
- 8.4 “Billing Period”** means the period of time identified in an Order for which Prime Contractor will invoice You for the Subscription.
- 8.5 “Colocation Site”** means, where applicable, a third-party Site.
- 8.6 “Customer Content”** means data (including but not limited to all text, sound, video, and image files), software (including machine images), and other information You or Your end users store, use or make available to Prime Contractor or Dell through use of the Subscription. Customer Content does not include System Data relating to Your use of the Products and which is described in the Dell Telemetry Data Provision.
- 8.7 “Dell”** is the Dell Technologies entity which enters into a resale agreement with Prime Contractor and which is the Original Equipment Manufacturer (OEM) of the APEX Subscriptions offer.
- 8.8 “End User”, “You” or “Customer”** purchased the Subscription from Prime Contractor for Your own internal purposes.
- 8.9 “End User Agreement”** means the Prime Contract agreement between You and the Prime Contractor for the Subscription.
- 8.10 “Fee”** means the fees for the Monthly Commitment and the Reserve Usage.
- 8.11 “Measuring Equipment”** means the equipment, software and programming needed for Dell to track usage levels and perform Support Services.
- 8.12 “Monthly Commitment”** means the minimum amount of usage the Partner commits to paying for each month as specified in an Order regardless of the actual usage.
- 8.13 “Order”** means Your order to Prime Contractor for the Subscription.
- 8.14 “Prime Contractor”** refers to the entity to whom you have awarded a contract for the APEX Flex on Demand offering.
- 8.15 “Products”** means (i) Dell-branded IT hardware products (“Equipment”) or (ii) Dell-branded generally available software, whether microcode, firmware, operating systems or applications (“Software”). Products exclude Services and Third Party Products.
- 8.16 “Professional Services”** are consulting, implementation and any other services that are not Services.
- 8.17 “Reserve Usage”** means the amount of Your flexible consumption usage above the Monthly Commitment.
- 8.18 “Services”** are Dell’s standard service offerings for maintenance and support of Products (“Support Services”) and deployment services (“Deployment Services”).
- 8.19 “Site”** means the location of the Product installation as identified on an Order and the End User Subscription Form.
- 8.20 “Subscription”** means the use of a Product on a flexible consumption basis as measured by the description and metrics from Your Prime Contractor and this Agreement.

**8.21 "Subscription Term"** means the time period identified on an Order and the End User Subscription Form for use of the Products, and any extension(s) thereto. The Subscription Term commences on the first day of the month following the date the Products have been installed at the Site, or, if End User delays the installation process or if End User's Site is not prepared for the installation of the Products, the first day of the second month following the Product's arrival at the Site.

**8.22 "Third Party Products"** means hardware, software, products, or services that are not "Dell" or "Dell EMC" branded.

**8.23 "United States Federal Government End User(s)"** means any department, agency, division or office of the United States federal government.

**8.24 "U.S. Public End User(s)"** means either (a) a United States Federal Government End User or (b) any U.S. state or local government (i) department, agency, division, or office, (ii) public or higher education institution, or (iii) healthcare entity.

**APEX Subscriptions End User Form – U.S. Public**

This Dell APEX Subscriptions End User Form (“End User Subscription Form”) sets forth the terms for using the Products below on a flexible consumption basis.

|   |   |
|---|---|
| <b>Form Effective Date:</b>   | <b>Contract Code:</b>   |
| <b>Form Number 01-23518-00</b>  | <b>Prime Contract:</b>  |
| <b>Dell Technologies entity (“Dell”):</b><br>EMC Corporation<br>176 SOUTH STREET<br>HOPKINTON, MA 01748 | <b>Distributor (if applicable):</b>   |
| <b>Reseller:</b><br>CDW Logistics LLC<br>200 N Milwaukee Ave<br>Vernon Hills, IL, 60061                 | <b>Public End User:</b><br>Yellowstone County, MT<br>217 N 27TH ST RM 203<br>Billings, Montana 59101-1939 |
| <b>Products</b>   |   |
| <b>Products, Support Services Level and Deployment Services:</b>  | Identified on Attachment 1  |
| <b>Subscription Term:</b> <sup>1</sup>  | 60 Months   |
| <b>Site:</b>  | YELLOWSTONE COUNTY<br>2825 3RD AVE N FL 6<br>BILLINGS, Montana 59101-1949                                 |
| <b>Ship to: (optional)</b>  |   |
| <b>Storage Table</b>  |   |
| <b>Billing Metric</b>   | Consumed Raw Storage  |
| <b>Monthly Commitment</b> (as a percentage of Metered Total Capacity)                                   | 50%   |

**1.0 Metrics.**

“**Metered Total Capacity**” means the reported capacity of the Products based upon End User’s configuration in the applicable environment. Reports will reflect the Metered Total Capacity of Products as reported by the Product and will scale the Monthly Commitment in line with the Monthly Commitment as a Percentage of Metered Total Capacity. The Monthly Commitment as a Percentage of Metered Total Capacity remains fixed.

**1.1 Storage Metering.**

**Storage.** Metered Total Capacity, Monthly Commitment and Reserve Usage are measured by either the amount of Consumed Usable Storage or Consumed Raw Storage. Both amounts include storage by GiB

<sup>1</sup> Except as outlined by the Governing Terms and your agreement with Reseller, the Subscription Term cannot be terminated before the end of the Subscription Term. Please note that the Governing Terms and your agreement with Reseller has information on ending or extending the Subscription Term.



written or reserved by the Product to provide storage to servers or used for maintaining replicas of server storage. It does not include storage used for disk formatting or dedicated spare disks. It is measured after the application of storage reduction techniques performed by the Products such as compression and de-duplication.

**Consumed Raw Storage** includes storage used for Product overheads such as Protection/RAID and (where appropriate) dynamic or virtual sparing. It means that storage consumed on the Product that cannot be reused by other means is converted to a raw format by adding the parity and protection overheads.

**2.0** This End User Subscription Form is subject to the written agreement between End User and Prime Contractor inclusive of the APEX Subscription Terms for Partner End Users - U.S. Public attached to this Form in Attachment 2.

### **3.0 Additional Terms**

Dell Automation Platform (DAP): Dell will provide Customer with DAP to enable deployment, management and lifecycle automation as further described in the Dell Automation Platform Service Offering Description and other documentation Dell makes available.

a. DAP deployed on the Customer's premises ("On-Prem DAP") shall be subject to the terms and conditions accompanying the On-Prem DAP installation (e.g., a click-to-accept EULA) and shall be subject to Section 1.3 of the Order.

b. DAP installations not at the Customer Site (e.g., in a Dell-managed cloud environment) ("SaaS DAP") shall be subject to the terms and conditions set forth in the Dell Automation Platform Service Offering Description and shall be subject to Section 1.3 of this Order.

**Attachment 1**

|                      |               |
|----------------------|---------------|
| <b>Quote Number:</b> | 3000202054588 |
|----------------------|---------------|

| <b>Products</b>                  | <b>Quantity</b> |
|----------------------------------|-----------------|
| PowerEdge R660                   | 4               |
| PowerStore 500T                  | 1               |
| Dell Automation Platform Virtual | 1               |

| <b>Services</b>          |   |
|--------------------------|---|
| Support                  | ProSupport Plus and 4-Hour Mission Critical |
| Deploy                   | ProDeploy Plus                              |
| Modular Managed Services | No  |

## Attachment 2

### **APEX Subscriptions Terms for Partner End Users – U.S. Public**

**Last Updated:** May 6, 2024

These Dell APEX Subscriptions Terms for Partner End Users – U.S. Public (the “Agreement”) establishes the terms and conditions for the Subscription. Capitalized terms used in this Agreement are defined below in Clause 8 (Definitions).

#### **1. Delivery, Site, Use, Risk, and Return.**

**1.1 Delivery; Site.** Prime Contractor will ship the Products to the Site stated in the Order. Where software is provided in a form that is embedded on the Equipment, Prime Contractor will enable any required license keys by electronic means. Before arrival of the Products to the Site and during the Subscription Term, You must have arranged: (i) appropriate space at the Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products. The Products may not be moved from the Site without Prime Contractor’s prior written consent. You grant or will obtain the right for Prime Contractor’s and Dell’s reasonable access to the Site for purposes of: (i) providing Services; (ii) metering; (iii) inspecting the Products; (iv) performing Asset Recovery; and (v) exercising Prime Contractor’s and Dell’s other rights set forth in this Agreement. In case the Equipment is installed at a Colocation Site, You guarantee that both Prime Contractor and Dell have the right to exercise their respective rights concerning the Products stated above. To the extent allowed by law, You agree to hold Prime Contractor and Dell harmless from and against any and all disputes, claims or controversies (whether in contract, tort (including negligence) or otherwise) resulting from Your locating the Products at a Colocation Site.

**1.2 Title.** Dell retains title to Products at all times notwithstanding the manner in which such may be attached or affixed to realty.

**1.3 Use.** You may use the Products at the Site only during the Subscription Term for your internal business operations. Your rights to use the Products provided by Prime Contractor during the Subscription Term are governed by the terms of this Agreement and, for Software, the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on either [www.dell.com/eula](http://www.dell.com/eula) (“EULA”) or, for any United States Federal Government End User(s), [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/eula-us-federal.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/eula-us-federal.pdf) (“USG EULA”) for the relevant Software product family and effective as of the date of the applicable End User Subscription Form apply. You agree that use of the Products will not violate any applicable law, including but not limited to: violation of the rights of others, violation of laws concerning child pornography or laws concerning illegal gambling. You agree that You will not use the Products to stalk, harass or harm anyone, including minors, or be abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, advocate violence or encourage illegal activity.

**1.4 Third Party Products.** Third Party Products offered to You under an End User Subscription Form are subject to the standard terms, license, services, warranty, indemnity and support terms of the third-party manufacturer/supplier (or applicable direct agreement between You and such manufacturer/supplier). You agree to such terms. In return, any warranty, damages or indemnity claims against Prime Contractor or Dell in relation to Third Party Products are excluded. **Neither Prime Contractor nor Dell make no express warranties or conditions, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance or usage of trade even if support and licensing fees are invoiced through Prime Contractor or Dell.** Unless otherwise provided in your license agreement with the third-party manufacturer/supplier, You acknowledge that your

right to use the Third Party Products is limited to the Subscription Term and any agreed upon extension thereto in accordance with this Agreement.

**1.5 Services.** Scope and the details of Services and Product-specific terms are specified in the applicable standard service description that is referred in the End User Subscription Form. Such standard descriptions are from time to time referred to as “Service Description(s)”, “Product Notices” or “Service Briefs.” The version of the applicable document that is effective as of the date of the applicable End User Subscription Form, is deemed incorporated into this Agreement. Scope and details of customized Professional Services, if any, not covered by such a standard description will be documented in a mutually agreed Statement of Work (“SOW”). You agree that failure to comply with this Agreement, including the applicable standard service description and the End User Operating Environment Warranty, may limit Prime Contractor’s ability to provide Services. In such case, proactive support capabilities, response times or other service levels may no longer apply, and Prime Contractor may make the continuation of Services and/or the Subscription dependent on a mutually agreed upon adjustment of fees and reasonable charges for any recertification necessary for continued support.

**1.6 Ownership of Customer Content.** You agree that: (i) Customer Content remains the responsibility of U.S. Public End User; and (ii) neither Prime Contractor nor Dell handles, processes or directs the use of Customer Content.

**1.7 Return of Products; Data Migration.** No later than seven (7) days after the end of the Subscription Term, You must: (i) migrate and erase (by method that does not cause damage to the Products) Customer Content from the Products and (ii) make the Products available to Prime Contractor or Dell for Asset Recovery. Unless Prime Contractor or Dell have agreed in writing to perform data migration, Prime Contractor and Dell are not responsible for removing Customer Content from the Products. If You have not deleted Customer Content from the Products, it may be deleted by Prime Contractor or Dell. At no time shall Prime Contractor or Dell be responsible for, or bear any liability regarding, any Customer Content that is not erased or removed from the Products before Asset Recovery. The parties will mutually agree on a time for Asset Recovery, but in no case will Asset Recovery occur later than seven (7) days after the end of the Subscription Term unless another date has been agreed in writing by the parties. You will continue to pay Fees to Prime Contractor until Asset Recovery occurs.

## **2. Metering.**

### **2.1 Authorization to Meter; Subscription Usage.**

During the Subscription Term, Dell meters usage and collects telemetry data relating to the Products as further provided in the [Dell Telemetry Data Provision](#). Dell is authorized to meter and/or audit the usage to calculate the associated fees via electronic means in accordance with the Dell Telemetry Data Provision or through on-site inspection by Dell personnel. Prime Contractor and Dell agree to cooperate with You to minimize the impact of any on-site inspection to Your operations.

You agree that:

- A.** Dell may store Measuring Equipment at the Site and to load Measuring Equipment onto Products;
- B.** Dell may have reasonable access to the Measuring Equipment at the Site;
- C.** You will provide and maintain equipment (a physical server or virtual machine) necessary to run storage metadata telemetry collection software and enable electronic communications between the Products and Dell;
- D.** You will not disable, interfere in the operation of the Measuring Equipment, or copy or make any use of the Measuring Equipment whatsoever;
- E.** You will protect the Measuring Equipment from disclosure to a third-party; and
- F.** You must promptly install and make available for use all Products contained in each Order including all components that Dell ships to Your Site (e.g., hard drives, etc).

You acknowledge that Dell shares metering information including the Monthly Commitment and Reserve Usage with Partner for its billing purposes.

## **2.2 Interruption of Metering Capabilities.**

If, for more than seven (7) days of any calendar month, Dell is unable to meter usage due to: (i) any action by anyone other than Prime Contractor or Dell or (ii) a failure of any communications equipment used for facilitating metering, then Your usage will be deemed to be equal to the usage during the previous Billing Period. If Dell is unable to meter for a period of more than thirty (30) days due to (i) or (ii) or Your failure to comply with Clause Authorization to Meter; Subscription Usage of this Agreement, Your usage will be deemed to be equal to the maximum capacity of the Products. If Dell is unable to meter usage due to any failure which is caused by Prime Contractor or Dell (e.g. failure of the Measuring Equipment), Your usage will be deemed to be equal to the usage during the previous Billing Period. Dell will promptly notify You and Prime Contractor of an inability to access the Products (electronically or physically, as applicable) and work cooperatively to reestablish access.

## **3. Warranty.**

**3.1 Warranty and Remedy.** During the initial Subscription Term, Dell will exercise reasonable care to maintain a Product's ability to perform substantially in accordance with the corresponding standard documentation issued by Dell for the applicable Product under normal usage and with regular recommended service and provide Services in a workmanlike manner. You will promptly provide Dell and Prime Contractor with written notice of any failure to conform with the foregoing warranty but within ten days after the date on which such failure first occurs for Services. Dell's entire liability and Your exclusive remedies for any failure to comply with this warranty are as follows: Dell will make reasonable efforts to correct the non-conformance within a reasonable period of time, not to exceed 30 days from receipt of Your notice (the "**Cure Period**"); and (a) if Dell is unable to correct the non-conformance during the Cure Period for reasons for which Dell is responsible, then Dell will replace the non-conforming Product or reperform the applicable Services; or (b) if Dell, at its sole discretion, determines such is not reasonably possible, then You may terminate the applicable Order and End User Subscription Form and You may seek a refund of any prepaid fees for the Subscription that will not be provided as a result of the termination.

**3.2 Limitations.** The warranties set forth in this clause do not cover problems that arise from: (i) accident or neglect by You or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Dell's control; (iii) installation, operation or use not in accordance with Prime Contractor's or Dell's instructions and the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Dell personnel or its authorized designee or (vi) causes attributable to normal wear and tear (e.g., cosmetic damage that doesn't affect the Product's functionality). Dell has no obligation for: (1) Software installed or used beyond the licensed use, or (2) Product whose original identification marks have been altered or removed. Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead to death, bodily injury, or physical or property damage (collectively, "High-Risk Activities"). You agree that You are not relying on delivery of future functionality, public comments or advertising by Dell, or product roadmaps when purchasing a Subscription.

**3.3 Warranty Disclaimer. Other than the warranties set forth in this clause, and to the maximum extent permitted by applicable law, Dell and Dell's Affiliates: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities. Dell is not liable for delays, interruptions, service failures or other problems inherent in use of internet and electronic communications or for issues related to Colocation Sites.**

**3.4 End User's Operating Environment Warranty.** You agree to operate the Products: (i) with reasonable care, (ii) in accordance with the documentation and configuration provided by Prime Contractor and/or Dell, and (iii) in accordance with industry standards (including but not limited to maintaining a regular data back-up system for Customer Content). You agree to keep the Products located at the Site free and clear from any liens or encumbrances. You must give immediate written notice of any attachment or judicial process affecting the Products or Dell's ownership.

#### **4. Term and Termination**

**4.1. Term.** This Agreement is effective on the Effective Date provided in the End User Subscription Form and continues until the earlier of termination or Asset Recovery.

#### **4.2 Effects of Termination.**

**A. Generally.** When the Subscription expires, terminates or is rejected for any reason, You must: (a) stop using the Products; (b) make the Products available for Asset Recovery and provide prompt access to the Site to recover the Products; (c) return, or if requested by Dell, destroy any confidential information in Your possession or under Your control (other than information that applicable law requires You to retain). You are responsible for making sure that You have copies of all Customer Content You require prior to the date of any termination in accordance with Clause 1.7 above. You are responsible for the payment of the actual documented price of any component(s) of the Products You do not return and for any damage to Products beyond normal wear and tear.

**B. Survival.** The provisions relating to confidentiality, liability, and all rights of action accruing prior to termination, along with any other provision of the Agreement that, expressly, or by its nature and context, is intended to survive, will survive termination.

**4.3. Essential Use/Intent.** You agree that early termination of the applicable Order is highly unlikely because the acquisition, quantity and use of the Subscription are deemed to be essential to U.S. Public End User's operations and You agree have U.S. Public End User complete an Essential Use Certificate if required by Prime Contractor.

#### **5. Prevention and Mitigation.**

You are solely responsible for Customer Content and for maintaining an IT architecture, as well as processes, enabling You to prevent and mitigate damages in line with the criticality of the Customer Content for Your business and its data protection requirements, including a business recovery plan. You will: (a) provide for a backup process in accordance with industry standards including but not limited to backup relevant data before Prime Contractor or Dell perform any remedial, upgrade or other works on the Products or Your IT systems; (b) monitor the availability and performance of Your IT environment, including the Products; and (c) promptly react to messages and alerts received from Dell or through notification features of the Products and immediately report any issue You identify to Prime Contractor.

**6. Trade Compliance.** You are subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions (collectively, "Applicable Trade Laws"). The Subscription and any other products or services are for Your authorized use under this Agreement, and may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with the Applicable Trade Laws. You represent and warrant that You are not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit [Dell Trade Compliance](#).

**7. Disclosure of End User Agreement.** You agree Prime Contractor may disclose the End User Agreement to Dell and Dell's Affiliates.

#### **8. Definitions.**

- 8.1 “Affiliate” or “Affiliates”** means any other entity that controls, is owned by, controlled by or under common ownership or control with You, and with respect to Dell, “Affiliate” means Dell Technologies, Inc. and its wholly-owned subsidiaries. “Control” means more than 50% of the voting power or ownership interests.
- 8.2 “APEX End User Subscription Form (Indirect)” or “End User Subscription Form”** means the form listing the Products and Services included in the Subscription and this Agreement.
- 8.3 “Asset Recovery”** of a Product means Prime Contractor or Dell taking possession of the Product.
- 8.4 “Billing Period”** means the period of time identified in an Order for which Prime Contractor will invoice You for the Subscription.
- 8.5 “Colocation Site”** means, where applicable, a third-party Site.
- 8.6 “Customer Content”** means data (including but not limited to all text, sound, video, and image files), software (including machine images), and other information You or Your end users store, use or make available to Prime Contractor or Dell through use of the Subscription. Customer Content does not include System Data relating to Your use of the Products and which is described in the Dell Telemetry Data Provision.
- 8.7 “Dell”** is the Dell Technologies entity which enters into a resale agreement with Prime Contractor and which is the Original Equipment Manufacturer (OEM) of the APEX Subscriptions offer.
- 8.8 “End User”, “You” or “Customer”** purchased the Subscription from Prime Contractor for Your own internal purposes.
- 8.9 “End User Agreement”** means the Prime Contract agreement between You and the Prime Contractor for the Subscription.
- 8.10 “Fee”** means the fees for the Monthly Commitment and the Reserve Usage.
- 8.11 “Measuring Equipment”** means the equipment, software and programming needed for Dell to track usage levels and perform Support Services.
- 8.12 “Monthly Commitment”** means the minimum amount of usage the Partner commits to paying for each month as specified in an Order regardless of the actual usage.
- 8.13 “Order”** means Your order to Prime Contractor for the Subscription.
- 8.14 “Prime Contractor”** refers to the entity to whom you have awarded a contract for the APEX Flex on Demand offering.
- 8.15 “Products”** means (i) Dell-branded IT hardware products (“Equipment”) or (ii) Dell-branded generally available software, whether microcode, firmware, operating systems or applications (“Software”). Products exclude Services and Third Party Products.
- 8.16 “Professional Services”** are consulting, implementation and any other services that are not Services.
- 8.17 “Reserve Usage”** means the amount of Your flexible consumption usage above the Monthly Commitment.
- 8.18 “Services”** are Dell’s standard service offerings for maintenance and support of Products (“Support Services”) and deployment services (“Deployment Services”).
- 8.19 “Site”** means the location of the Product installation as identified on an Order and the End User Subscription Form.
- 8.20 “Subscription”** means the use of a Product on a flexible consumption basis as measured by the description and metrics from Your Prime Contractor and this Agreement.

**8.21 “Subscription Term”** means the time period identified on an Order and the End User Subscription Form for use of the Products, and any extension(s) thereto. The Subscription Term commences on the first day of the month following the date the Products have been installed at the Site, or, if End User delays the installation process or if End User’s Site is not prepared for the installation of the Products, the first day of the second month following the Product’s arrival at the Site.

**8.22 “Third Party Products”** means hardware, software, products, or services that are not “Dell” or “Dell EMC” branded.

**8.23 “United States Federal Government End User(s)”** means any department, agency, division or office of the United States federal government.

**8.24 “U.S. Public End User(s)”** means either (a) a United States Federal Government End User or (b) any U.S. state or local government (i) department, agency, division, or office, (ii) public or higher education institution, or (iii) healthcare entity.

## CDW- APEX Subscriptions Order

This CDW-APEX Subscriptions Order (“**Order**”) sets forth the terms for **Yellowstone County, MT** (herein “**End User**”) purchase of APEX Subscriptions from CDW Direct, LLC (herein “**CDW**”). This Order incorporates the terms of

|  |   |
|--|---|
| <b>Order Effective Date:</b>   |   |
| <b>Products and Billing Table</b>  |   |
| <b>Products, Support Services Level and Deployment Services</b>  | Identified on Attachment 1  |
| <b>Billing Period</b>  | Monthly in Arrears  |
| <b>Subscription Term<sup>1</sup></b>   | 60 Months   |
| <b>Site</b>  | YELLOWSTONE COUNTY<br>2825 3RD AVE N FL 6<br>BILLINGS, Montana 59101-1949 |
| <b>Ship To Address (optional)</b>  |   |
| <b>Server Fee Table</b>  |   |
| <b>Billing Metric</b>  | Consumed Raw Storage  |
| <b>Monthly Unit Rate</b> (charge per Active Node Hour per Month)   | \$0.1826  |
| <b>Monthly Commitment</b> (as a percentage of Available Hours)   | 50%   |
| <b>Monthly Fee for Monthly Commitment</b>  | \$14,366  |
| <b>Purchase Order</b>  |   |
| <b>End User Purchase Order Amount</b>  | \$861,960.00  |
| <b>Pricing Increases to Monthly Commitment/Subscription Term for the configuration in this Order<br/>Ratecard (in USD / metrics above / month)</b> |   |
| 80%  | 0.1462  |
| 70%  | 0.1566  |
| 60%  | 0.1686  |
| 50%  | 0.1826  |
|  | 60 months   |

<sup>1</sup>Except as outlined by the Governing Terms, the Subscription cannot be terminated before the end of the Subscription Term. Please note that the Governing Terms have information on ending or extending the Subscription Term.

### **1.0 Calculating Fees.**

“**Metered Total Capacity**” means the reported capacity of the Products based upon End User’s configuration in the applicable environment. Reports will reflect the Metered Total Capacity of Products as reported by the Product and will scale the Monthly Commitment in line with the Monthly Commitment as a Percentage of Metered Total Capacity. The Monthly Fee for Monthly Commitment, the Monthly Unit Rate, and the Monthly Commitment as a Percentage of Metered Total Capacity remain fixed.

### **1.1 Storage.**

**Storage Billing.** Metered Total Capacity, Monthly Commitment and Reserve Usage are measured by either the amount of Consumed Usable Storage or Consumed Raw Storage. Both amounts include storage by GiB written or reserved by the Product to provide storage to servers or used for maintaining replicas of server storage. It does not include storage used for disk formatting or dedicated spare disks. It is measured after the application of storage reduction techniques performed by the Products such as compression and de-duplication.

**Consumed Raw Storage** includes storage used for Product overheads such as Protection/RAID and (where appropriate) dynamic or virtual sparing. It means that storage consumed on the Product that cannot be reused by other means is converted to a raw format by adding the parity and protection overheads.

**Reserve Cap for Storage.** Dell shall charge Partner the Monthly Unit Rate for the Reserve Usage up to eighty-five (85%) percent of the total capacity. Reserve Usage between 85% and 100% of the total capacity (“Reserve Cap”) will be charged only in cases of: (i) interruption of monitoring when End User is at fault, or (ii) there is an Event of Default related to this Order, where in either case Dell may invoice for use up to 100%.

**1.3. Ordering.** End User may place a Subscription order by signing this document and issuing a purchase order to CDW that references this Order. This Order is subject to CDW’s acceptance. End User’s initial purchase order must specify an amount that is at least equal to the fee for the Monthly Commitment multiplied by the number of months in the Subscription Term. If CDW reasonably determines that the amount of End User’s original purchase order will not cover the actual Fee due to Reserve Usage, then CDW will notify and discuss the situation with End User. Upon agreement on the additional funds, End User will promptly issue a related purchase order for that additional amount. The parties agree the terms and conditions of each Order are Confidential Information.

**1.4 Payment.** End User will pay CDW for all usage described or referenced in the Dell Agreement (“Usage”). End User will pay CDW all fees for use of the Subscription including fees for Usage and other offerings according to the rates and pricing stated in this Order. In no event will the fee for any Billing Period be less than the Monthly Commitment, and End User is responsible to pay CDW the fees for the Monthly Commitment even if actual usage is less than the Monthly Commitment. End User must pay CDW’s invoices for the fees in accordance with the applicable Order and the payment terms of the Existing CDW End User Agreement. CDW may invoice End User for fees even if a corresponding purchase order was not received from End User. Notwithstanding anything in the Existing CDW End User Agreement, End User’s obligation to pay the fees for the Subscription Term is non-cancellable.

## **2.0 Governing Terms.**

**2.1 Purchase.** End User’s obligations under this Order, including its payment obligations are subject to CDW’s current Terms and Conditions of Product Sales and Service Projects on CDW’s website at <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>, unless End User has entered into a written agreement with CDW covering End User’s purchase of products and services from CDW (whichever is applicable shall be referred to as, the “**Existing CDW End User Agreement**”), in which case End User’s obligations shall be subject to the terms of such Existing CDW End User Agreement. End User acknowledges that Dell and not CDW is responsible for performance of the Products. This Order incorporating the Existing CDW End User Agreement will have the same meaning as “**End User Agreement**” as defined in the Dell Agreement.

**2.2 Use of Products.** End User’s rights to use the Products provided by Dell during the Subscription Term are governed by the terms of (a) the written agreement between End User and Dell that is specifically designated as governing the use of Products on a flexible consumption basis or, if there is no such agreement, (b) the APEX Subscription Terms for Partner End Users available at [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellwebpage/apex-subscriptionspartner-end-users](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/apex-subscriptionspartner-end-users), the applicable Offering Specific Terms, and, for Software, the terms of the applicable end-user license agreement (collectively, the “**Dell Agreement**”). Unless different terms have been agreed between the parties, the terms posted on [www.dell.com/eula](http://www.dell.com/eula) (“**EULA**”) for the relevant Software product family and effective as of the date of the applicable End User Subscription Form apply.

## **3.0 Additional Terms**

**3.1. Return of Products. Customer Content.** Asset Recovery must occur no later than seven (7) days after the end of the Subscription Term unless another date has been agreed to by CDW. Unless CDW has agreed in writing to perform data migration, Neither CDW nor Dell is responsible for removing Customer Content from the Products. If the End User has not deleted Customer Content from the Products, it may be deleted by Dell. At no time will CDW or Dell be responsible for, or

bear any liability regarding any Customer Content that is not erased or removed from Products before Asset Recovery. Partner must reimburse Dell for the reasonable value of any Products not returned or that are returned in a damaged condition. For purposes of this agreement, the terms "Asset Recovery" and "Customer Content" will have the same meaning as set forth in the Dell Agreement.

**3.2. Events of Default and Remedies.** "Events of Default" will mean any of (a) End User's Bankruptcy, (b) End User's uncured failure to timely pay amounts owed, (c) End User's uncured breach of this Order, or (d) End User's uncured breach of the Dell Agreement. If an Event of Default occurs, to the maximum extent permitted by applicable law, CDW may exercise any one or more of the following remedies: (i) immediately terminate this Orders; (ii) declare this Order immediately due and payable, and End User will immediately pay to CDW, fees for the Monthly Commitment for the remainder of the Subscription Term along with any past due amounts, and (iii) Dell may enter the Site to recover the Products. End User is responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell in retaking possession of the Products, including costs for erasure and destruction of Customer Content, where applicable. Customer acknowledges and agrees that Dell is a third-party beneficiary of the End User Agreement, and hereby consents to the assignment of the End User Agreement to Dell upon an Event of Default.

**3.3. Sourcewell.** *This order shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 14, 2024 (the "Agreement") If there is a conflict between this order and the Agreement, then the Agreement will control, except as expressly amended in this order by specific reference to the Agreement.*

By signing this Order, the parties agree to be legally bound by this Order.

|   |  |
|---|--|
| <b>CDW Direct, LLC</b><br>By (Sign): _____<br>Name (print): _____<br>Title: _____ | <b>CUSTOMER NAME, LLC</b><br>By (Sign): _____<br>Name (print): _____<br>Title: _____ |
|---|--|

**Attachment 1**

|                      |               |
|----------------------|---------------|
| <b>Quote Number:</b> | 3000202054588 |
|----------------------|---------------|

| <b>Products</b>                  | <b>Quantity</b> |
|----------------------------------|-----------------|
| PowerEdge R660                   | 4               |
| PowerStore 500T                  | 1               |
| Dell Automation Platform Virtual | 1               |

| <b>Services</b>          |   |
|--------------------------|---|
| Support                  | ProSupport Plus and 4-Hour Mission Critical |
| Deploy                   | ProDeploy Plus                              |
| Modular Managed Services | No  |

**CDW- APEX Subscriptions Order**

This CDW-APEX Subscriptions Order (“**Order**”) sets forth the terms for **Yellowstone County, MT** (herein “**End User**”) purchase of APEX Subscriptions from CDW Direct, LLC (herein “**CDW**”). This Order incorporates the terms of

|  |   |
|--|---|
| <b>Order Effective Date:</b>   |   |
| <b>Products and Billing Table</b>  |   |
| <b>Products, Support Services Level and Deployment Services</b>  | Identified on Attachment 1  |
| <b>Billing Period</b>  | Monthly in Arrears  |
| <b>Subscription Term<sup>1</sup></b>   | 60 Months   |
| <b>Site</b>  | YELLOWSTONE COUNTY<br>2825 3RD AVE N FL 6<br>BILLINGS, Montana 59101-1949 |
| <b>Ship To Address (optional)</b>  |   |
| <b>Server Fee Table</b>  |   |
| <b>Billing Metric</b>  | Consumed Raw Storage  |
| <b>Monthly Unit Rate</b> (charge per Active Node Hour per Month)   | \$0.0213  |
| <b>Monthly Commitment</b> (as a percentage of Available Hours)   | 50%   |
| <b>Monthly Fee for Monthly Commitment</b>  | \$4,713   |
| <b>Purchase Order</b>  |   |
| <b>End User Purchase Order Amount</b>  | \$282,992.00  |
| <b>Pricing Increases to Monthly Commitment/Subscription Term for the configuration in this Order Ratecard (in USD / metrics above / month)</b> |   |
| 80%  | 0.0170  |
| 70%  | 0.0182  |
| 60%  | 0.0196  |
| 50%  | 0.0213  |
|  | 60 months   |

<sup>1</sup>Except as outlined by the Governing Terms, the Subscription cannot be terminated before the end of the Subscription Term. Please note that the Governing Terms have information on ending or extending the Subscription Term.

**1.0 Calculating Fees.**

“**Metered Total Capacity**” means the reported capacity of the Products based upon End User’s configuration in the applicable environment. Reports will reflect the Metered Total Capacity of Products as reported by the Product and will scale the Monthly Commitment in line with the Monthly Commitment as a Percentage of Metered Total Capacity. The Monthly Fee for Monthly Commitment, the Monthly Unit Rate, and the Monthly Commitment as a Percentage of Metered Total Capacity remain fixed.

**1.1 Storage.**

**Storage Billing.** Metered Total Capacity, Monthly Commitment and Reserve Usage are measured by either the amount of Consumed Usable Storage or Consumed Raw Storage. Both amounts include storage by GiB written or reserved by the Product to provide storage to servers or used for maintaining replicas of server storage. It does not include storage used for disk formatting or dedicated spare disks. It is measured after the application of storage reduction techniques performed by the Products such as compression and de-duplication.

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**1.3. Ordering.** End User may place a Subscription order by signing this document and issuing a purchase order to CDW that references this Order. This Order is subject to CDW’s acceptance. End User’s initial purchase order must specify an amount that is at least equal to the fee for the Monthly Commitment multiplied by the number of months in the Subscription Term. If CDW reasonably determines that the amount of End User’s original purchase order will not cover the actual Fee due to Reserve Usage, then CDW will notify and discuss the situation with End User. Upon agreement on the additional funds, End User will promptly issue a related purchase order for that additional amount. The parties agree the terms and conditions of each Order are Confidential Information.

**1.4 Payment.** End User will pay CDW for all usage described or referenced in the Dell Agreement (“Usage”). End User will pay CDW all fees for use of the Subscription including fees for Usage and other offerings according to the rates and pricing stated in this Order. In no event will the fee for any Billing Period be less than the Monthly Commitment, and End User is responsible to pay CDW the fees for the Monthly Commitment even if actual usage is less than the Monthly Commitment. End User must pay CDW’s invoices for the fees in accordance with the applicable Order and the payment terms of the Existing CDW End User Agreement. CDW may invoice End User for fees even if a corresponding purchase order was not received from End User. Notwithstanding anything in the Existing CDW End User Agreement, End User’s obligation to pay the fees for the Subscription Term is non-cancellable.

## **2.0 Governing Terms.**

**2.1 Purchase.** End User’s obligations under this Order, including its payment obligations are subject to CDW’s current Terms and Conditions of Product Sales and Service Projects on CDW’s website at <https://www.cdw.com/content/cdw/en/terms-conditions/sales-and-service-projects.html>, unless End User has entered into a written agreement with CDW covering End User’s purchase of products and services from CDW (whichever is applicable shall be referred to as, the “**Existing CDW End User Agreement**”), in which case End User’s obligations shall be subject to the terms of such Existing CDW End User Agreement. End User acknowledges that Dell and not CDW is responsible for performance of the Products. This Order incorporating the Existing CDW End User Agreement will have the same meaning as “**End User Agreement**” as defined in the Dell Agreement.

**2.2 Use of Products.** End User’s rights to use the Products provided by Dell during the Subscription Term are governed by the terms of (a) the written agreement between End User and Dell that is specifically designated as governing the use of Products on a flexible consumption basis or, if there is no such agreement, (b) the APEX Subscription Terms for Partner End Users available at [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellwebpage/apex-subscriptionspartner-end-users](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellwebpage/apex-subscriptionspartner-end-users), the applicable Offering Specific Terms, and, for Software, the terms of the applicable end-user license agreement (collectively, the “**Dell Agreement**”). Unless different terms have been agreed between the parties, the terms posted on [www.dell.com/eula](http://www.dell.com/eula) (“**EULA**”) for the relevant Software product family and effective as of the date of the applicable End User Subscription Form apply.

## **3.0 Additional Terms**

**3.1. Return of Products. Customer Content.** Asset Recovery must occur no later than seven (7) days after the end of the Subscription Term unless another date has been agreed to by CDW. Unless CDW has agreed in writing to perform data migration, Neither CDW nor Dell is responsible for removing Customer Content from the Products. If the End User has not deleted Customer Content from the Products, it may be deleted by Dell. At no time will CDW or Dell be responsible for, or

bear any liability regarding any Customer Content that is not erased or removed from Products before Asset Recovery. Partner must reimburse Dell for the reasonable value of any Products not returned or that are returned in a damaged condition. For purposes of this agreement, the terms "Asset Recovery" and "Customer Content" will have the same meaning as set forth in the Dell Agreement.

**3.2. Events of Default and Remedies.** "Events of Default" will mean any of (a) End User's Bankruptcy, (b) End User's uncured failure to timely pay amounts owed, (c) End User's uncured breach of this Order, or (d) End User's uncured breach of the Dell Agreement. If an Event of Default occurs, to the maximum extent permitted by applicable law, CDW may exercise any one or more of the following remedies: (i) immediately terminate this Orders; (ii) declare this Order immediately due and payable, and End User will immediately pay to CDW, fees for the Monthly Commitment for the remainder of the Subscription Term along with any past due amounts, and (iii) Dell may enter the Site to recover the Products. End User is responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by Dell in retaking possession of the Products, including costs for erasure and destruction of Customer Content, where applicable. Customer acknowledges and agrees that Dell is a third-party beneficiary of the End User Agreement, and hereby consents to the assignment of the End User Agreement to Dell upon an Event of Default.

**3.3. Sourcewell.** *This order shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 14, 2024 (the "Agreement") If there is a conflict between this order and the Agreement, then the Agreement will control, except as expressly amended in this order by specific reference to the Agreement.*

By signing this Order, the parties agree to be legally bound by this Order.

|   |  |
|---|--|
| <b>CDW Direct, LLC</b><br>By (Sign): _____<br>Name (print): _____<br>Title: _____ | <b>CUSTOMER NAME, LLC</b><br>By (Sign): _____<br>Name (print): _____<br>Title: _____ |
|---|--|

**Attachment 1**

|                      |               |
|----------------------|---------------|
| <b>Quote Number:</b> | 3000202746782 |
|----------------------|---------------|

| <b>Products</b>          | <b>Quantity</b> |
|--------------------------|-----------------|
| PowerScale A310          | 4               |
| PowerScale Chassis       | 1               |
| Backend Network Switches | 2               |
| Isilon Accessories       | 1               |

| <b>Services</b>          |   |
|--------------------------|---|
| Support                  | ProSupport Plus and 4-Hour Mission Critical |
| Deploy                   | ProDeploy Plus                              |
| Modular Managed Services | No  |

**B.O.C.C. Regular**

6. a.

**Meeting Date:** 05/26/2026

**Title:** Agreement for the use of Salvaged Milled Materials - 1st Avenue South

**Submitted By:** Monica Plecker, Public Works Director

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**TOPIC:**

Agreement for the Use of Salvaged Milled Materials - 1st Avenue South

**BACKGROUND:**

The attached agreement is between Yellowstone County and MDT in regard to millings. The County is accepting millings from an MDT project and will place them on Hillcrest Road.

The agreement will be provided by MDT via docusign and require signatures electronically. An unsigned paper version is attached.

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Agreement

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## **AGREEMENT FOR THE USE OF SALVAGED MILLED MATERIALS**

This Agreement is entered into by and between the Montana Department of Transportation (MDT) and Yellowstone County (County), effective on the date of the last signature.

WHEREAS, MDT has a federal aid highway project on Interstate 90 in Yellowstone County, commonly referred to as 1<sup>st</sup> Avenue South - Billings, NH 114-1(4)0, UPN 10692000 (Project).

WHEREAS, as part of the Project, the MDT contractor will mill approximately 2,244 cubic yards<sup>1</sup> of asphalt (Salvaged Milled Materials) from the federal aid Project administered by MDT.

WHEREAS, the County is desirous of having approximately 2,244 cubic yards of the Salvaged Milled Materials delivered to the County for use by the County.

NOW THEREFORE, MDT and the County agree as follows:

### **MDT Shall:**

1. Mill and deliver approximately 2,244 cubic yards of the Salvaged Milled Materials to Hillcrest Rd, beginning approximately 4.4 miles southwest of the intersection of Secondary 416, going south along Hillcrest Rd for approximately 0.96 miles or until millings are exhausted, at no cost to the County. Windrow the Salvaged Milled Materials at a rate of approximately 44.4 CY/Sta.

### **County Shall:**

1. Accept delivery of the Salvaged Milled Materials from MDT at the location referenced above.
2. Use the Salvaged Milled Materials only for the improvement of public facilities owned by the County.
3. Acknowledge and agree that no Salvaged Milled Materials are guaranteed to the County in accordance with this Agreement and any or all Salvaged Milled Materials may be used by MDT or by MDT's contractor on the Project, or otherwise, if so desired by MDT, in its sole discretion. Any unused Salvaged Milled Materials shall be subject to this Agreement.
4. Use the Salvaged Milled Materials in conformity with the most current regulations and other guidance promulgated by the Montana Department of Environmental Quality regarding waste asphalt recycling, reuse or disposal.

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<sup>1</sup> It is understood that this is an estimate, and the actual quantity of Salvaged Milled Materials from the Project may be more or less. The use of recycled asphalt pavement in the new asphalt pavement will further reduce the quantity of Salvaged Milled Materials.

5. Protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the County, or their agents, or subcontractors, under this Agreement.
6. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

In witness whereof, duly authorized representatives of the parties have executed this Agreement on the dates indicated.

|   |
|---|
| <p><b>MONTANA DEPARTMENT OF<br/>TRANSPORTATION</b></p>            |
| <p>By: _____<br/>Mike Taylor, MDT Billings Dist Administrator</p> |
| <p>Dated: _____</p>   |
| <p><u>Legal Review</u></p>  |
| <p>By: _____<br/>MDT Legal Counsel</p>                            |
| <p>Dated: _____</p>   |

|  |
|--|
| <p><b>YELLOWSTONE COUNTY</b></p>                     |
| <p>By: _____<br/>Yellowstone County Commissioner</p> |
| <p>By: _____<br/>Yellowstone County Commissioner</p> |
| <p>By: _____<br/>Yellowstone County Commissioner</p> |
| <p>Dated: _____</p>                                  |

**B.O.C.C. Regular**

6. b.

**Meeting Date:** 05/26/2026

**Title:** 2026 Yellowstone River Salt Cedar Project MDA Grant # 2026-3

**Submitted For:** Joe Lockwood, Supervisor

**Submitted By:** Joe Lockwood, Supervisor

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**TOPIC:**

MDA Grant # 2026-3/2026 Yellowstone River Salt Cedar Project

**BACKGROUND:**

The purpose of this project is to continue an aggressive effort to eradicate the salt cedar from the main channel of the Yellowstone River corridor, directly downstream from the 2007–2024 treatment locations. Salt cedar, which is a category 2 state-listed noxious weed, is a priority concern within Montana and regionally; and scientifically, an effort should be initiated at the upper ends of the affected watershed. Yellowstone County Weed District estimates that there are approximately 25,000 plus acres of Salt Cedar trees in the Yellowstone River corridor in Yellowstone County alone. The density of salt cedar that we are encountering is exploding at an exponential rate. The islands that we are monitoring and treating are larger than the island acreage that we monitored and treated during the early years of the project. The current treatment areas are densely populated with a lot of reseeding occurring within a few feet to several yards around current infestations. With these areas developing at the rate that they are, I can only imagine that we are going to be dealing with super high densities of salt cedar down river from where we are currently working. The rate at which the salt cedar is spreading inhibits YCWD from contributing all that is required for this daunting task without additional assistance from other sources.

**RECOMMENDED ACTION:**

Please review, sign, enter the tax identification number and email to [jchaffee@mt.gov](mailto:jchaffee@mt.gov) by June 5, 2026.

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**Attachments**

Salt Cedar Grant

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May 18, 2026

Joe Lockwood  
Yellowstone County Weed District  
3319 King Avenue East  
Billings, MT 59101

Dear Joe,

Congratulations on the award of your Noxious Weed Trust Fund Grant. Your project, “**2026 Yellowstone River Saltcedar Project**” will be referred to as **MDA Grant# 2026-23**. The grant contract is attached for review and signatures. **Please print the contract, enter the tax identification number, address for the Project Funding Recipient, and acquire authorized signatures. Email the completed contract to [jchaffee@mt.gov](mailto:jchaffee@mt.gov) by June 5, 2026.** Please let me know if any delays are expected. The contract may be returned by mail if needed.

To expedite reimbursement for completed grant activities:

1. Refer to Section 24 - Date and Signature in your contract for the effective date of the contract agreement. Project expenses may not be incurred prior to this date.
2. Project Funding Recipients must follow Montana’s Prevailing Wage Law for project contractor wages in excess of \$25,000. Contact your county attorney, or a Prevailing Wage Compliance Officer at the Labor Standards Bureau (800-541-3904 or 406-444-4503) to ensure full compliance.
3. Any meals approved of in the project budget will be reimbursed at state per diem rates.
4. Project status reports are submitted to the Department by **October 31<sup>st</sup>** outlining grant activities. Photo points are taken at regular intervals throughout the project and submitted with the final status report. Status reports and photo points are submitted using WebGrants at <https://mtagr.webgrantscloud.com/index.do>. The final status report and claim must be submitted no later than 30 days after the contract term date.
5. Claims for reimbursement of project expenditures are submitted by the Project Funding Recipient through WebGrants. Allow approximately three weeks for reimbursements to be paid to the financial officer of the Project Funding Recipient organization. The Project Funding Recipient is responsible for disbursing reimbursement to project participants. The final 10% of grant funds are retained until approval of the final status report, claim, and verification of matching funds.
6. Establish a separate special revenue fund for this grant so that funds can be tracked. Grants awarded to a county must operate through the county’s financial system, as the county will be



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accountable for the proceeds. If you have questions about this process, please contact Local Government Assistance at 841-2909.

We look forward to seeing your progress with this project. If you have any questions, please contact us.  
Jasmine Chaffee [jchaffee@mt.gov](mailto:jchaffee@mt.gov) 444-3140 / Greta Dige [greta.dige@mt.gov](mailto:greta.dige@mt.gov) 444-7882

Sincerely,

Jasmine Chaffee  
Program Manager

NOXIOUS WEED TRUST FUND PROJECT  
GRANT AGREEMENT  
2026 YELLOWSTONE RIVER SALT CEDAR PROJECT  
2026-23

1. **PARTIES:** The parties to this agreement are the Montana Department of Agriculture (the "Department") and Yellowstone County Weed District ("Project Funding Recipient").

The parties to this agreement agree as follows:

2. **TERM:** The term shall be from the date specified in this agreement to October 31, 2027 unless terminated pursuant to Section 20 entitled "Termination."

3. **PURPOSE:** The Project Funding Recipient will perform noxious weed control activities along the Yellowstone River in Yellowstone County beginning in 2026.

4. **SCOPE OF WORK:** Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- Control 460 acres of tamarisk using ground equipment along the river corridor with herbicides,
- use an integrated approach to weed control which includes prevention, and herbicide applications,
- diminish the threat to old oxbow floodplain areas along the Yellowstone River by monitoring and treating old infestations as well as new infestations of tamarisk,
- implement monitoring through an approved method including drone, MT State Protocols, or in collaboration with Rocky Mountain College,
- educate landowners and public about preventing and controlling noxious weeds by attending trade shows and participating in adult and youth events, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- report or share mapping data, for all weed infestations within the project boundaries, into EDDMapS (<http://www.eddmaps.org>),
- evaluate results of the project using a monitoring system approved by the Department and,

- establish photo point sites and include photos with the final report.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps, or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. **SUPPORTING DOCUMENTS:** The following documents are specifically incorporated into the agreement by reference:

Appendix A: "T26-18" grant proposal as submitted in WebGrants at <https://mtagr.webgrantscloud.com>.  
Appendix B: Revised WebGrants components as submitted in WebGrants at <https://mtagr.webgrantscloud.com>.

6. **PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** The Project Funding Recipient has the primary responsibility for directing, supervising, and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. **LEGAL REQUIREMENTS:** The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations, and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:

- Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
- Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.

8. **ACCESS FOR MONITORING AND REVIEW:** The Project Funding Recipient shall grant the Department and its agents, access at any reasonable time to the project activities and all financial and operational records pertaining to it, in order to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$40,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$40,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than \$100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9 of this agreement.

11. REPORTING, RECORD KEEPING AND AUDITS:  
FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding, and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated, or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to Section 20 entitled "Termination," the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event

this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date specified in Section 2 of this agreement. This report will summarize all grant activities and expenditures. If a final claim is not submitted or submitted later than 30 days after the term of the contract termination date, all remaining funds will revert to the Department, and the grant will be closed.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2026-23."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the Department.

The agents, employees, cooperators, and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the Department, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joe Lockwood, Yellowstone County Weed District, 3319 King Avenue East, Billings, MT 59101, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. **NON-DISCRIMINATION**: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualifications, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. **ASSIGNMENTS**: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement with the express written consent of both parties.

17. **MODIFICATIONS**: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified, or otherwise altered without written agreement of both parties.

18. **INDEMNITY AND LIABILITY**: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4, "Scope of Work" and Section 7, "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay all reasonable costs and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. **SEVERABILITY**: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. **TERMINATION**:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply," in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination. including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to Section 20, entitled "Termination," Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2026 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:

Signature - Contact Person

Printed Name

Date

BY:

Signature - County Commissioner or Tribal Representative

Printed Name

Date

BY:

Signature - Weed Board Chair or Other Authorized Representative

Printed Name

Date

Project Funding Recipient Tax Identification Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

Montana Department of Agriculture

BY:

Ian Foley, Administrator

May 15, 2026

Date

2026-23/ OPER-26 / \$40000

**B.O.C.C. Regular**

7. a.

**Meeting Date:** 05/26/2026

**Title:** YCDF-BPS GED contract renewal

**Submitted By:** Carol Redler

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**TOPIC:**

Contract with Billings Public Schools for Adult Education Services at YCDF

**BACKGROUND:**

Renewal of existing contract which expires on 6/30/26. The new contract is effective 7/1/26 through 6/30/27 and reflects a 1.5% price increase.

**RECOMMENDED ACTION:**

Approve & sign.

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**Attachments**

YCDF-BPS FY27

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## CONTRACT FOR SERVICES

07/01/26-06/30/27

This contract is between Yellowstone County Detention Facility (YCDF) and the Billings Adult Education Center of Billings Public Schools (BPS) and reflects the coordination of services for YCDF participants whose academic achievement requires prescriptive tutoring.

1. The Yellowstone County Detention Facility will:
  - a. Provide physical environment for classroom, i.e. classroom tables, chairs, desk, etc.
  - b. Provide request forms to inmates
  - c. Make referrals to education coordinator.
  - d. YCDF shall return materials to education coordinator for those inmates released and who may have had educational materials in their cells. If not returned, YCDF shall provide replacement.
  
2. The Adult Education Center will:
  - a. Provide necessary education services for students in the form of one full-time teacher, classroom computers, software, books, paper, pens pencils, etc.
  - b. Design program of study for each student
  - c. Escort students to and from classroom.
  - d. Provide enrollment list to YCDF as requested.
  - e. Provide on-site HiSet testing as scheduled twice per month with a minimum of four hours of testing per session.
  - f. Provide YCDF staff computer in-service as time permits and requested.
  
3. Student Protocol:
  - a. Incoming inmates informed of educational services available.
  - b. Inmate request form returned to education coordinator.

- c. Education coordinator consults with YCDF staff on appropriateness of inmate request.
- d. Depending on class load, education coordinator makes inmate contact to discuss starting dates.
- e. Education coordinator enrolls and tests inmates.
- f. Education coordinator designs individual program based on test results and inmate needs.
- g. Education coordinator terminates inmates due to lack of progress, failure to follow teacher instructions, or when there is a violation of classroom rules.
- h. Education coordinator provides enrollment forms, termination list, and an updated database to Adult Education Center and YCDF Administrator upon request.

Yellowstone County agrees to pay the Billings Adult Education Center four quarterly payments totaling \$67,450.00 during the contract period for the service of a full-time teacher according to the current BPS/BEA Negotiated Contract Provisions. Contract period shall be from July 1, 2026, through June 30, 2027.

IN WITNESS WHEREOF, the party sets their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Billings Adult Education Center

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA



RANDY RUSSELL, DIRECTOR

\_\_\_\_\_  
MARK MORSE, CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHRIS WHITE, Member

\_\_\_\_\_  
JEFF MARTIN, Clerk and Recorder

\_\_\_\_\_  
MICHAEL J. WATERS, Member

**B.O.C.C. Regular**

7. b.

**Meeting Date:** 05/26/2026

**Title:** Notice of non-renewal

**Submitted By:** Carol Redler

---

**TOPIC:**

Non-Renewal of Secure Warrant Agreement

**BACKGROUND:**

Thirty-day notice to terminate agreement between Yellowstone County and Secure Warrant. The current agreement expires on 6/30/2026.

**RECOMMENDED ACTION:**

Approve and sign.

---

**Attachments**

Notice of non-renewal

Secure Warrant agmt

---

# Yellowstone County



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

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

May 18, 2026

Secure Warrant  
Attn: John Schroeder  
1741 S. 5<sup>th</sup> W  
Missoula, MT 59801

Subject: *Notice of Non-Renewal of Contract*

Dear Mr. Schroeder,

This letter serves as formal written notice that Yellowstone County does not intend to renew its software license agreement with Secure Warrant upon the expiration of the current term on June 30, 2026.

The parties entered into the software license agreement in 2022 (attached). Pursuant to the terms of the Agreement, the contract renews automatically on an annual basis unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the fiscal year.

Please accept this letter as Yellowstone County's timely notice that it elects not to renew the Agreement, and that the Agreement will terminate effective June 30, 2026.

Yellowstone County appreciates the services Secure Warrant has provided to the County and the community under this Agreement.

If you have any questions or would like to discuss, please contact the County at [bocc@yellowstonecountymt.gov](mailto:bocc@yellowstonecountymt.gov).

Sincerely,

---

Mark Morse  
Chairperson  
Board of County Commissioners

Attachment: 2022 Contract

**B.O.C.C. Regular**

**Agenda Item 11. f.**

**Meeting Date:** 06/21/2022

**Title:** Sheriff's Office- Contract Renewal for Secure Warrant

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Sheriff's Office contract with auto-renewal for Secure Warrant Software

**BACKGROUND:**

The Sheriffs Office is requesting Commissioner approval for a new annual contract Secure Warrant software. The cost for the fiscal year July 1, 2022 - June 30th, 2023 is \$8,800.00.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**

S.O. Contract Secure Warrant

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## SOFTWARE LICENSE AGREEMENT

Law Enforcement Support Services, Inc., a statutory closely held corporation of the State of Montana doing business as Secure Warrant (“SECURE WARRANT”), and the Yellowstone County Sheriff’s Office (“AGENCY”), a law enforcement agency operating within the State of Montana, hereby enter into this *Software License Agreement* on June 16, 2022.

### RECITALS

WHEREAS, SECURE WARRANT is engaged in the business of designing and developing computer software and has developed a web-based computer application located at <https://securewarrant.com> (“SOFTWARE”), which is intended to be used by law enforcement agencies to assist in drafting and obtaining search warrants and other documents;

WHEREAS, the AGENCY is a law enforcement agency authorized under the laws of the State of Montana, and desires to utilize the SOFTWARE; and

WHEREAS, SECURE WARRANT and the AGENCY believe that it is in their mutual interest to enter into this *Software License Agreement* whereby the AGENCY would use the SOFTWARE belonging to SECURE WARRANT, pursuant to the terms and conditions hereinafter provided.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants of this *Software License Agreement*, SECURE WARRANT and the AGENCY hereby agree as follows:

1. **LICENSE:** SECURE WARRANT, hereby grants to the AGENCY a limited, terminable, nonexclusive, and non-assignable license to use the SOFTWARE in connection with its law enforcement activities. No right or license is being conveyed to the AGENCY to use the SOFTWARE for any other purpose. The AGENCY acknowledges that the SOFTWARE is provided under license, and not sold, to the AGENCY, and that the AGENCY acquires no ownership interest in the SOFTWARE, or rights other than those granted under the terms, conditions and restrictions of this *Software License Agreement*.
2. **TERM:** This *Software License Agreement* shall be effective as of the date of execution by both parties and shall extend until the end of the fiscal year 2022, unless otherwise

terminated pursuant this agreement. This *Software License Agreement* shall be automatically renewed on an annual basis unless the AGENCY provides SECURE WARRANT with written notification of its intent not to renew the *Software License Agreement*. Notice shall be provided at least thirty (30) days prior to the end of the fiscal year.

3. **COMPENSATION:** In consideration for the license granted herein, and during the term of this *Software License Agreement*, the AGENCY agrees to pay to SECURE WARRANT the fees and costs recited in Schedule A.
4. **CONFIDENTIALITY:** The AGENCY recognizes that the SOFTWARE is the proprietary and confidential property of SECURE WARRANT. The AGENCY further agrees to take all reasonable precautions to protect and preserve the confidentiality of the SOFTWARE and shall assume responsibility and warrant that its employees will similarly protect and preserve the proprietary nature and confidentiality of the SOFTWARE against third parties. The AGENCY may disclose the existence and/or use of the SOFTWARE.
5. **LOGIN CREDENTIALS:** The AGENCY shall be responsible for keeping user account login credentials (username and password) confidential and shall not share them with unauthorized users. If the AGENCY or the AGENCY user discloses login credentials to an unauthorized user, the AGENCY is solely responsible for any use, disclosure, additions, deletions and modifications of the SOFTWARE, or any end user data, and the damages that may arise therefrom. In addition, if the disclosure results in a third-party acquiring the source code or other confidential and proprietary information owned by SECURE WARRANT, the AGENCY shall be liable to SECURE WARRANT for all damages arising therefrom. In the event of such a disclosure, inadvertent or otherwise, the AGENCY shall immediately notify SECURE WARRANT of the disclosure, and shall cooperate with SECURE WARRANT to rectify the same. SECURE WARRANT shall not disclose login credentials to third parties. SECURE WARRANT reserves the right to share the AGENCY's Login Credentials with 1099 independent contractors of SECURE WARRANT for any purpose(s) necessary to carry out the terms and intentions of this Agreement. Any such Independent Contractor(s) of SECURE WARRANT will be subject to the same confidentiality obligations owed to the AGENCY by SECURE

WARRANT under this Agreement.

6. **AGENCY STAFF CREDENTIALS and ACCESS:** AGENCY must provide SECURE WARRANT with the government issued contact information for each AGENCY user including his/her government email and phone number. AGENCY users must access SECURE WARRANT software exclusively with the government issued email accounts provided to SECURE WARRANT by the AGENCY. Accessing SECURE WARRANT software with personal accounts may result in the restriction or termination of that user's access to the SECURE WARRANT software.

AGENCY must notify SECURE WARRANT of any changes in staff, employee, and/or administrative personnel within 15 days of such change. Changes which require notification include but may not be limited to any instance that affects an AGENCY user's access to the SECURE WARRANT software including new hires, termination of employment, newly granted access, access termination, and/or access restriction.

7. **TRANSFER:** The AGENCY may not rent, lease, lend, sell, redistribute, or sublicense the SOFTWARE. The AGENCY assumes responsibility that its employees shall be similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.
8. **REVERSE ENGINEERING:** The AGENCY may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the SOFTWARE. The AGENCY assumes responsibility and warrants that its employees shall be similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.
9. **WARRANTIES:** All electronic information located at <https://securewarrant.com> and the SOFTWARE is provided "as is" without representation or warranty of any kind, including as to suitability, reliability, applicability, merchantability, fitness, non-infringement, result, outcome, or any other matter. SECURE WARRANT, does not warrant that such information is or will always be up-to-date, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed. The SOFTWARE is provided to the AGENCY "as is" and "as available." SECURE WARRANT, does not guarantee or warrant continuous, uninterrupted or secure access to

the Software. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** AGENCY also acknowledges that every business decision involves an assumption of risk and that SECURE WARRANT does not and will not, in furnishing the SOFTWARE and related service to AGENCY, underwrite that risk in any manner whatsoever.

10. **REMEDY:** In the event of a claim by the AGENCY under the warranty identified in § 8, SECURE WARRANT shall have the option to either repair or replace the Software. In the event that SECURE WARRANT is unable to repair or replace the Software within a reasonable period of time, the AGENCY's sole recourse shall be to terminate the *Software License Agreement* and SECURE WARRANT's sole obligation shall be to return any fees paid by the AGENCY for that fiscal year. In no event shall SECURE WARRANT be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this *Software License Agreement*.
11. **IMPROVEMENTS:** Any improvements or modifications made by SECURE WARRANT to the SOFTWARE shall be promptly provided to the AGENCY and shall be automatically included in this *Software License Agreement*. SECURE WARRANT may from time to time in its sole discretion develop and provide SOFTWARE updates, which may include upgrades, bug fixes, patches and other error corrections or new features. Updates may also modify or delete entirely certain features and functionality. The AGENCY agrees that SECURE WARRANT has no obligation to provide any updates or to continue to provide or enable any particular features or functionality; provided, however, that the discontinuance, removal or disengagement of any service, feature or function deemed by the AGENCY to be essential shall be grounds for termination of this agreement by the AGENCY.
12. **TERMINATION:** The following termination rights are in addition to the termination rights that may be provided elsewhere in the *Software License Agreement*:
  - a. **Right to Terminate During Evaluation Period.** The AGENCY shall have thirty (30) days to evaluate the SOFTWARE from the execution of the *Software License*

*Agreement.* The AGENCY may terminate the *Software License Agreement* during this time period for any reason. Any fees and costs shall be refunded as set forth in Schedule A.

13. **CRIMINAL JUSTICE INFORMATION:** The AGENCY warrants to SECURE WARRANT, that it is a criminal justice agency as defined by § 44-5-103(7), MCA, and that it is permitted to collect, process, and preserve criminal justice information pursuant to § 44-5-201, MCA. The AGENCY agrees that its use of the SOFTWARE shall be in accordance with § 44-5-101 et seq., MCA. SECURE WARRANT agrees that it shall maintain criminal justice information system security in accordance with § 44-5-401, MCA. AGENCY represents and warrants that it will only use the SOFTWARE and related services for lawful purposes.
14. **LIMITED INDEMNITY:** SECURE WARRANT and the AGENCY recognize and acknowledge that a criminal defendant who is the subject of a warrant procured or arising from AGENCY's use of the SOFTWARE, or related services, could subpoena SECURE WARRANT records and officers, and that responding to such a subpoena would cause SECURE WARRANT to suffer significant financial hardship. In recognition and acknowledgment of this potential risk and financial hardship, the parties recognize and acknowledge that part of the consideration for use of the SOFTWARE and related services provided, and in addition to the present cost as set forth on Schedule A, is that AGENCY shall have a duty to defend and indemnify the fees, costs and expenses that SECURE WARRANT incurs in responding to such a subpoena.
15. **LEGAL ADVICE:** The AGENCY acknowledges that all communication of information to or from SECURE WARRANT, or to or from or relating to the use of the SOFTWARE, shall not constitute the practice of law as defined by § 37-61-201, MCA. No communication shall constitute or create an attorney-client relationship. No communication shall constitute solicitation or legal advice.
16. **ASSIGNABILITY:** The license granted hereunder is personal to the AGENCY and may not be assigned by any act of the AGENCY or by operation of law, unless made in connection with a transfer of substantially all the assets of AGENCY or with the consent of SECURE WARRANT
17. **COPYRIGHT/TRADEMARK:** Unless otherwise noted, all materials, including but not

limited to images, illustrations, designs, icons, photographs, video clips, software, software codes, algorithms, data, and written and other materials that are part of <https://securewarrant.com>, or any other website maintained, owned or operated by SECURE WARRANT, are protected under copyright laws and are the trademarks and/or other intellectual property owned, controlled or licensed by SECURE WARRANT

18. **CHOICE OF LAW/VENUE:** This *Software License Agreement* shall be governed and interpreted by the laws of the State of Montana. Missoula County, Montana, shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. SECURE WARRANT and the AGENCY hereby consent to such personal and exclusive jurisdiction.
  
19. **MONITORING:** The Agency acknowledges that SECURE WARRANT may monitor use of the SOFTWARE for all lawful purposes, including to ensure that the AGENCY is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. Monitoring includes active attacks by authorized entities to test or verify the security of the SOFTWARE. During monitoring, information (with the exception of confidential criminal justice information) may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over SOFTWARE may be monitored.
  
20. **DISPUTE RESOLUTION:** This *Software License Agreement* and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the Fourth Judicial District of the State of Montana, in and for the County of Missoula.
  - a. **Default:** If either party to this *Software License Agreement* defaults in the performance of any term or condition of this *Software License Agreement*, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this *Software License Agreement* without further obligation under this *Software*

*License Agreement*, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.

21. **SEVERABILITY:** If any provision of this *Software License Agreement* is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the *Software License Agreement*.
22. **NOTICES:** Any notice required to be given pursuant to this *Software License Agreement* shall be in writing and mailed by certified mail, or delivered by a national overnight express service. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph. Invoices for costs and fees set forth in Schedule A may be provided by email.
23. **AGREEMENT BINDING ON SUCCESSORS:** This *Software License Agreement* shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.
24. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that SECURE WARRANT is an independent contractor for purposes of this *Software License Agreement* and is not to be considered an employee of the AGENCY, for any purpose. SECURE WARRANT is not subject to the terms and provisions of the AGENCY's personnel policies handbook and may not be considered an employee for workers' compensation or any other purpose. SECURE WARRANT is not authorized to represent the AGENCY or otherwise bind the AGENCY in any dealings between SECURE WARRANT and any third parties.
25. **WORKERS COMPENSATION:** SECURE WARRANT must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, SECURE WARRANT must send a proof of renewal to the AGENCY.
26. **INSURANCE:** SECURE WARRANT will provide the AGENCY with proof of liability insurance issued by a reliable company or companies for personal injury and property

damage, upon request, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage. If any professional services are rendered in connection with this *Software License Agreement*, SECURE WARRANT must also provide proof of professional liability insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The insurance must be in a form suitable to AGENCY and must name the AGENCY as an additional insured. SECURE WARRANT must immediately notify the AGENCY of any changes to its insurance policy during the term of this *Software License Agreement*. SECURE WARRANT's insurance coverage shall be primary insurance with respect to AGENCY, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of SECURE WARRANT's insurance and shall not contribute with it.

27. **NONDISCRIMINATION:** SECURE WARRANT agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this *Software License Agreement*. SECURE WARRANT agrees that all hiring of persons in connection with this *Software License Agreement* will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
28. **ORIGINAL AGREEMENT:** SECURE WARRANT, shall retain the original *Software License Agreement*, which shall be available for review by the AGENCY during normal business hours in Missoula County, Montana. The AGENCY shall retain a copy of the *Software License Agreement*.
29. **HEADINGS:** Headings used in this *Software License Agreement* are for convenience only and shall not be used to interpret or construe its provisions.
30. **LABELS:** The term "parties" shall include SECURE WARRANT, and the AGENCY.
31. **MCA:** Any reference to the laws of the State of Montana are for the laws that are in

effect as of the date of this *Software License Agreement*.


32. **ENTIRE AGREEMENT**: This *Software License Agreement* contains the entire understanding of the parties and shall not be modified or amended, except in a separate written document labeled "Addendum to Software License Agreement" and thereafter signed by parties. This *Software License Agreement* shall take precedence over any other document that may be in conflict therewith.



DATED on June 16, 2022.

\_\_\_\_\_  
John Schroeder  
Law Enforcement Support Services, Inc.  
d/b/a Secure Warrant

DATED on June <sup>21</sup>16, 2022.

  
\_\_\_\_\_  
Donald W. Jones  
Chair

## SCHEDULE A

1. **INITIATION FEE:** The AGENCY agrees to pay an initiation fee to SECURE WARRANT in the sum of \$0 per each full-time law enforcement officer employed by the AGENCY, to set up and initiate the SOFTWARE. SECURE WARRANT agrees to set up and initiate the AGENCY's users within thirty (30) days after the execution of the *Software License Agreement*.
2. **ANNUAL FEE July 1,2022-June30, 2023:**
  - a. The AGENCY shall pay the sum of \$8,800 per year for SOFTWARE accounts for all sworn law enforcement officers employed, deputized, or volunteering for the AGENCY.
  - b. The fee in § 2 includes access by the Montana Attorney General's Office, and all necessary County Attorney's Offices, City Attorney's Offices, and all necessary District Court Judges, Justices of the Peace, and Municipal Judges, in Montana within the AGENCY's jurisdiction.
3. **INITIAL PAYMENT:** SECURE WARRANT shall send the AGENCY an invoice for the initiation and annual fees provided for in §§ 1-2. The annual fee shall be pro-rated based upon the actual number of calendar days remaining in the calendar year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received.
4. **RENEWAL PAYMENT:** The *Software License Agreement* shall be automatically renewed each calendar year. SECURE WARRANT, shall send the AGENCY an invoice for the annual fees provided for in § 2 on or before the first day of July in any given calendar year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received. An additional fee of 3.4% of the total invoice shall be added for a credit card payment.
5. **UPDATES:** The AGENCY shall periodically update users who have access to the SOFTWARE based on their legitimate association with the AGENCY. Updates shall be made free of charge and shall not incur an initiation fee.
6. **REFUNDS:** The AGENCY shall have thirty (30) days from the execution of the *Software License Agreement* to evaluate the SOFTWARE. The AGENCY may terminate the *Software License Agreement* at any time during this thirty (30) day

period and SECURE WARRANT shall refund all annual fees paid. After the thirty (30) day period no refunds shall be provided.

7. **TRAINING:** SECURE WARRANT agrees to provide the AGENCY with sufficient training to operate the SOFTWARE. AGENCY agrees to assist SECURE WARRANT with the training as may be necessary, including coordination of training events to ensure that training is conducted within the AGENCY in an efficient manner.
- a. Training shall be provided free of cost to the AGENCY, except that the AGENCY shall be responsible for SECURE WARRANT's necessary fixed costs (travel, food, and lodging) incurred to complete the training. Fixed costs shall be calculated at the current per diem rate established by U.S. General Services Administration.
  - b. SECURE WARRANT shall periodically send the AGENCY an invoice for fixed costs in § 7, no later than sixty (60) days after they are incurred. Payment shall be due within thirty (30) days of the invoice. SECURE WARRANT, reserves the right to add a 10% fee for any late payment received. An additional fee of 3.4% of the total invoice shall be added for a credit card payment.

**B.O.C.C. Regular**

7. c.

**Meeting Date:** 05/26/2026

**Title:** CloudGavel Proposal

**Submitted By:** Carol Redler

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**TOPIC:**

Proposal for Adoption of Tyler Technologies CloudGavel Platform

**BACKGROUND:**

Proposal to discontinue the current contract with Secure Warrant and enter into a new agreement with Tyler Technologies for the CloudGavel warrant management platform.

**RECOMMENDED ACTION:**

Approval.

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**Attachments**

CloudGavel proposal

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May, 18, 2026

## **Proposal for Adoption of Tyler Technologies CloudGavel**

Proposal: Discontinue the current contract with Secure Warrant and enter into a new agreement with Tyler Technologies for the CloudGavel platform, a CJIS-compliant cloud-based warrant management system. CloudGavel will allow officers to generate, submit, review, receive approval for, and return search warrants electronically in both District and Justice Courts.

### **Background**

The Yellowstone County Sheriff's Office has utilized Secure Warrant since 2019, initially paying approximately \$6,750.00 for the service. Since implementation, annual costs have increased to \$10,500.00 annually.

Historical costs are as follows:

- 2019 – \$6,750.00
- 2020 – \$6,750.00
- 2021 – \$8,000.00
- 2022 – \$8,800.00
- 2023 – \$10,500.00
- 2024 – \$10,500.00
- 2025 – \$10,500.00

In addition to escalating costs, Secure Warrant has demonstrated operational limitations including a difficult user interface, inconsistent and incorrect template verbiage, cross-contamination issues between officer warrants, problems delivering returns and orders to judges, inability to review warrants as a complete document, and lack of a reliable mobile application.

### **CloudGavel Overview**

CloudGavel is a cloud-based electronic warrant management platform designed specifically for law enforcement agencies, prosecutors, courts, and judges. The platform modernizes and digitizes the warrant process, allowing officers to draft affidavits and warrants from patrol vehicles, offices, or mobile devices and electronically route them for supervisory, prosecutorial, and judicial review.

The system includes:

- Electronic warrant submission and approval workflows
- Electronic signatures and judicial approvals
- CJIS-compliant cloud hosting
- Mobile device accessibility

- Audio/video conferencing capabilities for telephonic warrants
- Audit trails documenting all actions taken on a warrant
- User-configurable templates and workflows
- Integration capability with RMS and court systems
- Judge availability scheduling tools

### **Cost Savings and Regional Partnership**

CloudGavel has offered its platform to all Yellowstone County agencies at a significantly discounted rate. The Year 1 cost for unlimited users countywide is quoted at \$20,000 with a fixed 5% annual escalator upon renewal.

The first-year cost distribution is projected as follows:

- Laurel Police Department – \$1,500
- Yellowstone County Sheriff's Office – \$5,250
- Billings Police Department – \$13,250

Each agency will maintain its own contract and annual renewal process. This transition results in immediate savings to the Yellowstone County Sheriff's Office as well as the other agencies within Yellowstone County.

### **Vetting and Testing Process**

The Billings Police Department has invested significant time in evaluating CloudGavel and its capabilities. Staff contacted outside agencies currently using the software, all of which provided positive feedback regarding both the platform and customer support. Members of the Yellowstone County Sheriff's Office have participated in this evaluation and also contacted other jurisdictions who currently utilize the CloudGavel platform and received positive feedback.

Two live demonstrations were conducted, and a test environment was created allowing officers to actively build warrants and submit them through the system to judges. Personnel identified as high-frequency Secure Warrant users, including both line-level and command staff, participated in the testing process.

Feedback from BPD personnel identified several advantages over Secure Warrant, including:

- More intuitive and user-friendly interface
- Front-end configurable templates
- Ability to create warrants outside of rigid templates
- Secure and recorded video conferencing with judges
- Dedicated mobile application
- Judge availability calendar and scheduling tools

Additionally, BPD and the Yellowstone County Sheriff's Office presented CloudGavel to District Court judges during a scheduled judges meeting and conducted one-on-one

discussions with several judges. The overall response from the judiciary has been supportive of transitioning to the CloudGavel platform.

### **Implementation Tasks**

The following tasks remain prior to implementation:

- Final contract review and approval by Steven Williams of Yellowstone County Attorney's Office and any review requested by Yellowstone County Finance.
- Development and configuration of warrant templates led by Sgt. Gaertner with assistance from YCSO, Laurel PD, and Yellowstone County Attorney's Office.
- Training for Yellowstone County Sheriff's Office personnel and District and Justice Court judges led by Sgt. Gaertner of the Billings Police Department and a designee from the Yellowstone County Sheriff's Office.

### **Recommendation**

Based on the operational benefits, substantial long-term cost savings, positive field-testing results, and strong support from partner agencies and the judiciary, it is recommended that the Yellowstone County Sheriff's Office discontinue the use of Secure Warrant and move forward with implementation of Tyler Technologies CloudGavel

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

**PERSONNEL ACTION REPORTS - Detention Facility - 1 Termination; County Attorney - 1 Salary & Other**

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

PARS

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MAY 20 2026

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Danielle Myers Effective Date: 5-16-26  
Current Title: Victim Witness Coordinator Gr. F Salary \$ 28,933  
Title Change: N/A Gr.      Salary \$     

Check as Applicable:

Regular Full Time:   
Regular Part Time:   
Temp Full Time:   
Temp Part Time:   
Seasonal Hire:   
Replaces position Name:   
New Budgeted Position:   
Other: Funding Change  VOCA  
Reclassification:

Funding: 2015-279-420011-111 Percent 100 New Account       
Percent      Split Account       
Carla Kucymbala Date 5-15-26  
Elected Official/Department Head

Section 2

Human Resources: \_\_\_\_\_ Finance: \_\_\_\_\_

Note: \_\_\_\_\_  
Ken Green 5-19-26 Date  
Director

H.R. Comments: \_\_\_\_\_  
Commissioner's Action  
Approve Disapprove

\_\_\_\_\_ Chair \_\_\_\_\_  
Date entered in payroll \_\_\_\_\_  
Clerk & Recorder - original \_\_\_\_\_  
Human Resources - canary \_\_\_\_\_  
Auditor - pink \_\_\_\_\_  
Department - goldenrod \_\_\_\_\_

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** Board Minutes

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Board Minutes - Yellowstone County Conservation District, MetraPark Advisory Board, Lockwood Irrigation District

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

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**Attachments**

Conservation District Board Minutes  
MetraPark Advisory Board  
Lockwood Irrigation District

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*YELLOWSTONE CONSERVATION DISTRICT*

PO Box 80088, Billings MT 59108 1670 48<sup>th</sup> St. W Suite 2, Billings, MT 59106  
Phone: 406.690.9326 email: [lvie@mt.gov](mailto:lvie@mt.gov)

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**YELLOWSTONE CONSERVATION DISTRICT  
Board Meeting Minutes**

**April 21, 2026**

1670 48<sup>th</sup> St. West Suite #2, Billings MT 59106

1:00 pm

**BOARD MEMBERS PRESENT:** Chad Sedgwick - Chair, Leroy Gabel, Jackie Haaland, Bryan Mothershead Stacey Robinson

**BOARD MEMBERS ABSENT:** Brad Kraft - Vice-Chair

**NON-BOARD PRESENT:** LaVerne Ivie - YCD; Mike Waters & Chris White- Yellowstone Co. Commissioners;  
Steve Williams - Yellowstone Co. Attorney; Keri Bilbo, Seanna Torske & Zoe Craft - NRCS;  
Crystal White - PF/NRCS; Joe Lockwood - Weed District; Demi Blythe - FWP;  
Carolyn Siever, YRPA; Ronni Tallerico, Yellowstone Co. Floodplain  
310 applicants: Joy Stevens  
Virtually: Veronica Wolf, DNRC; Peter Taylor, Attorney for Joy Stevens  
Public: Don Sasse

**Chair Sedgwick called the meeting to order at 1:00 pm**

**Roll Call** - After the introductions, Sedgwick informed attendees: All issues will be addressed to the Chair; public comments are always welcome but wait until the issue is addressed on the agenda, ask to be recognized by the chair and then limit comments to 3 minutes; no action will be taken on any item not on the agenda.

**Agenda Changes:** Addition of Mill Creek Farm Yellowstone River water reservation application

**Minutes:** Gabel made a motion to approve March 17, 2026, Minutes as written and reviewed, second by Robinson, motion passed.

**Board member absences:** Mothershead made a motion to approve Brad Kraft's absence from today's meeting for personal reasons, second by Robinson, motion passed.

**310's**

- **Applications, Emergencies, Complaints & Violations:**
  - **YE-15-26 - Century Link/Lumen** horizontal direction drill fiber optics line adjacent and under Highway 87 which shows on the map as a dry creek bed. Robinson made a motion to declare a non-project because it does not impact a perennial flowing stream, second by Mothershead, motion passed.
  - **YE-16-26 Joy Stevens, Alkali Creek** - application presented to remedy violation status of ongoing project. The goal of this project is to reestablish an in-stream pond for irrigation as the existing pond had silted in. Due to collapse of the south bank, a retaining wall will be installed with rip rap placed in the pond to prevent erosion. **Board decision:** Gabel made a motion to approve the application as designed by engineers, second by Haaland, motion passed.
- **Other 310 Issues & Projects**
  - **310 Model Rule changes:** A virtual informational meeting relating to the changes will be held in May hosted by DNRC. YCD personnel will attend the meeting to better understand the changes. Gabel motion to table discussion until the June meeting, second by Haaland, motion passed.
  - **Yellowstone River CD Council** - Gabel: the Exxon Oil spill fine money is still being distributed for worthy projects on the Yellowstone River. The Council was successful in getting a Common Buckthorn survey funded.

The next YR CDC meeting will be held in Miles City on May 28<sup>th</sup>. The YR tour is scheduled for July and YCD wrote a letter of support for the grant that was submitted to DNRC to help fund the tour.

- **Old Business**

- **Personnel Committee** - convened and soft interviewed a prospective part time employee. Another meeting will be scheduled and the results reported at the May board meeting.
- **YCD/PF contract** - A contract termination letter was presented to the board for approval. Mothershead made a motion to accept the letter as written and send to Pheasants Forever main office, second by Haaland, motion passed.
- **Local Work Group** - Craft provided an overview of the top priority issues discussed at the March meeting. Robinson made a motion to accept the results from the LWG meeting as YCD & NRCS priorities for FY27, second by Mothershead, motion passed.
  - 1. **Urban** - Water-wise education; River health & Tributaries education and mapping inventory
  - 2. **Agriculture** - Invasive species - grass, forbs and woody species; funding and education; Irrigation efficiency; Soil Health

- **New Business**

- **YE-03-26 - Mill Creek Yellowstone River Water Reservation application:** New irrigation on 145 acres requiring 300 acre feet of water, source Yellowstone River, method of irrigation: pump, pipeline to pivots. Gabel made a motion to accept and forward the application to DNRC for review, second by Robinson, motion passed.

- **Treasurer's Report**

- **T-Report:** Mothershead made a motion to accept March's Treasurer's report as submitted and reviewed, second by Haaland, motion passed.
- **Dues & Donations requests:**
  - **Woody Invasive Group Yellowstone River tour** - Gabel made a motion to donate \$200 towards the cost of the YR tour, second by Robinson, motion passed.
- **Travel & Meetings:**
  - Governor's Soil Health Week reception - Ivie attended the reception on behalf of the YCD. Robinson made a motion to approve travel after-the-fact for lodging and mileage for \$451.56, second by Mothershead, motion passed.
  - Sedgwick was unable to attend the Environmental Quality Council meeting March 24-25, 2026 in Helena

#### Standing Committee Reports

- **Arbor Day April 24, 2026** - 443 trees have been ordered for distribution; 10+ agency people have committed to help; Extension will staff a table with tree planting demonstrations and will have educational materials about tree varieties and pollinator requirements; Huntley Project and Lockwood FFA students will help with parking and tree handout; the weed district will man their weed education trailer.
  - Signage: Two (2) feather flags were ordered and received. Supervisors will assemble after today's meeting.
- **Fly Creek Close-out Meeting** - The landowner meeting was scheduled for May 20<sup>th</sup>, but the main presenter cannot attend on that date. The group will reschedule for a day in June.
- **Pollinator Fair status** - Haaland, White & Ivie - The pollinator fair is on track for June 20<sup>th</sup> at Pioneer Park.
- **YR Water Reservation applications:**
  - Double L Ranch - Differences are being resolved for this application, and it is slowly moving forward.
  - Wade Keller and Brandon Keller - DNRC's contracted engineer contacted YCD and has begun review of the applications. If completed in time, the public hearing can be scheduled for the May YCD board meeting.
- **Westend Reservoirs** - Robinson reported the south reservoir will be developed as a conservation area with the area dedicated to a lake rather than a reservoir. There is quite a bit of momentum on the city's part for the conservation and amenities portions of the area.
  - Bill presented for \$60 from Selby's for color plots. Haaland made a motion to pay the invoice out of the DNRC grant, second by Gabel, motion passed.

### Partner/Agency Reports

- **YCD Administrator Report** - sent to Supervisors prior to the meeting.
- **Partner Biologist Report** - White provided a pollinator fair written report and participated throughout the meeting.
- **Army Corps of Engineers** - unable to attend meeting
- **Beartooth RC&D** - Mothershead attended the last meeting and reported on a few of the programs and loans the RC&D is currently working on.
- **DNRC** - CDB report emailed to supervisors and Wolf provided input throughout the meeting when asked.
- **Fish, Wildlife & Parks** - Demi Blythe - Duck Creek Bridge construction is moving forward. If high water becomes an issue, construction will need to take a break until flows recede.
- **NRCS** - Zoe Craft presented obligation documents for board signatures and gave an overview of practices, locations in the county and amounts associated with the contracts.
  - **Keri Bilbo, NRCS Area Conservationist** - reported that more funding for conservation programs may be coming Montana's way. The state has applications waiting to be funded. The new State Conservationist has Montana roots with an agricultural background. All NRCS personnel are always available if needed at the local level.
  - **Seanna** - is coordinating with the NRCS Hydrologist to present Fly Creek results; local FSA office will be hiring for local positions.
- **Yellowstone County**
  - **Yellowstone County Commissioner** - Commissioners Chris White and Mike Waters were present for the entire meeting and contributed comment when appropriate.
  - **Yellowstone Co. Extension** - Sammartano is coordinating Extension's role in the Arbor Day event.
  - **Yellowstone Co. Floodplain** - Ronni Tallerico reported the Clark's Fork River landowner dispute is continuing but as of now, she does not have jurisdiction in the complaint.
    - Hruska cleaned up most of the debris on his property downstream of the I90 bridge but now has brought in dirt and placed adjacent to and on the road.
  - **Yellowstone Co. Weed Department** - Joe Lockwood - Landowners are applying for chemical cost share; all summer positions are filled for spray crews; weed district name change to Invasive Plant Division has been temporarily tabled pending further discussion.
  - **Yellowstone River Parks Association** - Carolyn Siever discussed the channel modification project at Dover Park. The adjacent landowner is objecting to the project, so they are trying to work through that. A 310 application will be submitted for a multi-year maintenance plan at the Blue Creek fishing access site boat ramp.
- **Unscheduled Matters:** none
- **Public comments** - none
- **Next YCD Board Meeting** - May 20, 2026, at 1:00 pm (later changed to May 26<sup>th</sup> @ 1:00 pm)
- Robinson motion to adjourn the meeting at 2:25 pm

# MetraPark Advisory Board

## Meeting Minutes

May 12, 2026

---

**Location:** MetraPark  
**Time:** 11am to Noon  
**Facilitator:** Brian Brown, Board President  
**Minutes Recorded By:** George Warmer

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### Attendees

Brian Brown, Jennifer Sayler, George Warmer, Nick Steen, Stoney Field, Tim Goodridge, Callie Clark, Cody Reitz, Chris White, Mike Waters

### Call to Order

Meeting was called to order at 11am by Brian Brown

### May Board Meeting

1. General discussion regarding board member terms. No motions were made at this time.
2. Staff provided an overview of upcoming events such as the Junior Angus Show, & Concerts. The Little Fair Goers Fund is currently at 32% of goal. Montana Fair Sponsorships are at 104% of goal.
3. General discussion regarding possible ways to increase revenue and attendance at the park. No motions were made at this time.
4. Discussion regarding ex officio members was added to the June agenda.

---

### Adjournment

The meeting was adjourned at noon. The next meeting is scheduled for Wednesday June 17<sup>th</sup> at 11 am.

### Minutes Approved By:

*George Warmer* 5/14/2026

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Signature / Date

# MetraPark Advisory Board

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*George Warmer* 5/14/2026

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Signature / Date

**B.O.C.C. Regular**

**Meeting Date:** 05/26/2026

**Title:** DNRC Agreement for 2026 - 2027

**Submitted For:** Joe Lockwood, Supervisor

**Submitted By:** Joe Lockwood, Supervisor

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**TOPIC:**

Biennial Agreement with DNRC for 2026-2027

**BACKGROUND:**

Each year we contract with DNRC to treat county and state listed noxious weeds on certain state properties that are leased out to local landowners. DNRC pays the county before any work is done. This gives us a budget to operate with for their properties.

**RECOMMENDED ACTION:**

Please review and approve and then I will invoice DNRC for the amount stated in the agreement.

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**Attachments**

DNRC 2026-2027 agreement

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**Forestry and Trust Land Division  
2026-2027 Yellowstone County  
Weed Control Agreement**

**THIS AGREEMENT** is entered by and between the State of Montana, Department of Natural Resources and Conservation, (hereinafter referred to as "the State"), whose address and phone number are 1371 Rintop Drive, Billings MT 59105, (406)247-4400, Yellowstone County Weed District (County), whose address and phone number are 3319 King Ave East, Billings, MT 59101, (406)256-2731.

**EFFECTIVE DATE, DURATION, AND RENEWAL**

The agreement's initial term is upon execution, through December 31, 2027, unless terminated earlier as provided in this agreement. This agreement is to be updated on the biennium.

**GOALS**

The general goal of this agreement is to coordinate noxious weed management activities on State Trust Lands between the State and the County. Specifically, the identification of State and County listed noxious weeds that require involvement from the State and County. Additionally, the state trust lands treated by the County under this agreement will be reported to the Montana Department of Agriculture to satisfy the biennial reporting requirements.

**SERVICES AND/OR SUPPLIES**

**Weed Control Activities**

Provide the State with the following weed control activities:

**Tracts**

The following tracts have been identified by the State as meeting criteria for weed control by the County as outlined in the DNRC Trust Land Weed Management Plan. Scotch thistle, Puncturevine, Common teasel, Common mullein, Poison hemlock, Purple mustard, Leafy Spurge, houndstongue, Russian knapweed, whitetop, Canada thistle, dalmatian toadflax, and spotted knapweed are identified for containment and/or eradication on the following State Trust Lands:

| Tract/Lease                               | Proposed Action | Acres               | Weed Species  | Details                         | Allocated Budget                           | Comments   |
|---|-----------------|---------------------|---|---------------------------------|--|--|
| AG#8334,<br>T2NR26E36<br>(Project #1)     | Chemical        | See<br>Comments     | EUES,<br>CEST,<br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF     | Apart<br>of<br>Project<br>I     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>80 acres in<br>size |
| AG#8115,<br>TISR25E36<br>(Project #1)     | Chemical        | See<br>Comments     | EUES,<br>CEST,<br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF     | Apart<br>of<br>Project<br>I     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>80 acres in<br>size |
| AG#5922,<br>T3N27E36<br>(Project#1)       | Chemical        | See<br>Comments     | EUES,<br>CEST,<br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF     | Apart<br>of<br>Project<br>I     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>80 acres in<br>size |
| AG#2352,<br>T1NR26E18<br>(Project #1)     | Chemical        | See<br>Comments     | EUES,<br>CEST,<br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF     | Apart<br>of<br>Project<br>I     | At county<br>coordinator<br>discretion     | Accumulative project<br>adding up to<br>80 acres in<br>size    |
| AG#8352,<br>T1NR25E22<br><br>(Project# 1) | Chemical        | See<br>Comment<br>s | EUES,<br>CEST,<br><br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF | Apart<br>of<br><br>Project<br>I | At county<br>coordinator<br><br>discretion | Accumulative project<br>adding up to<br>80 acres in<br>size    |
| AG#2210,<br>T4NR23E16<br>(Project #1)     | Chemical        | See<br>Comments     | EUES,<br>CEST,<br>LEDR,<br>RHRE,<br>CIAR,<br>CYOF     | Apart<br>of<br>Project<br>I     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>80 acres in<br>size |
| AG#4830,<br>T2N28E5<br>(Project #2)       | Chemical        | See<br>Comments     | EUES,<br>CEST   | Apart<br>of<br>Project<br>2     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>70 acres in<br>size |
| AG#4830,<br>T3NR28E32<br>(Project #2)     | Chemical        | See<br>Comments     | EUES,<br>CEST   | Apart<br>of<br>Project<br>2     | At county<br>coordinator<br>discretion     | Accumulative<br>project<br>adding up to<br>70 acres in<br>size |
| AG#1252,                                  | Chemical        | See                 | CEST,   | Apart                           | At county                                  | Accumulative   |

|  |          |                 |               |                             |  |   |
|--|----------|-----------------|---------------|-----------------------------|--|---|
| T7NR30E13<br>(Project #3)              |          | Comments        | LIDA          | of<br>Project<br>3          | coordinator<br>discretion              | project<br>adding up to<br>100 acres in<br>size                 |
| AG#10799,<br>T7NR31E36<br>(Project #3) | Chemical | See<br>Comments | CEST,<br>LIDA | Apart<br>of<br>Project<br>3 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>100 acres in<br>size |
| AG#7777,<br>TISR24E8<br>(Project #4)   | Chemical | See<br>Comments | RHRE          | Apart<br>of<br>Project<br>4 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>50 acres in<br>size  |
| AG#5002<br>TISR24E16<br>(Project #4)   | Chemical | See<br>Comments | RHRE          | Apart<br>of<br>Project<br>4 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>50 acres in<br>size  |
| AG#10520<br>T1NR25E14<br>(Project #5)  | Chemical | See<br>Comments | EUES,<br>ONAC | Apart<br>of<br>Project<br>5 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>85 acres in<br>size  |
| AG#10520<br>T1NR25E12<br>(Project #5)  | Chemical | See<br>Comments | EUES,<br>ONAC | Apart<br>of<br>Project<br>5 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>85 acres in<br>size  |
| AG#10520<br>T1NR25E22<br>(Project #5)  | Chemical | See<br>Comments | EUES,<br>ONAC | Apart<br>of<br>Project<br>5 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>85 acres in<br>size  |
| AG#10520<br>T1NR25E16<br>(Project #5)  | Chemical | See<br>Comments | EUES,<br>ONAC | Apart<br>of<br>Project<br>5 | At county<br>coordinator<br>discretion | Accumulative<br>project<br>adding up to<br>85 acres in<br>size  |

(add additional rows if necessary)

## PAYMENT

In consideration of the noxious weed management services to be provided, the State shall pay the County according to the following schedule: The State shall pay the agreement in full upon receipt of an invoice for \$3,500.00 from the County for noxious weed management services.

In No case shall the State's total cumulative payment under this agreement exceed

**THREE THOUSAND FIVE HUNDRED dollars and No/100 (\$3,500.00).**

**Payment Terms**

Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. The County shall provide banking information at the time of agreement execution to facilitate the State's electronic funds transfer payments.

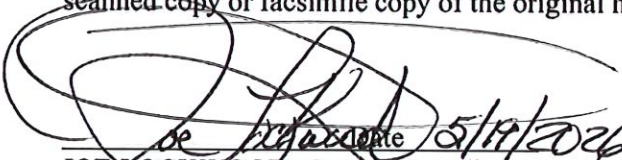
**ACCESS AND RETENTION OF RECORDS**

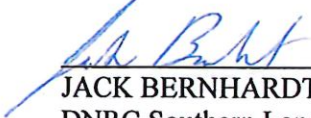
The County shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine agreement compliance. The State may terminate this agreement under section 20, Agreement Termination, without incurring liability, for the County's refusal to allow access as required by this section. (18-1-118, MCA.)

The County shall create and retain all records documenting the weed control activities for a period of eight years after either the completion date of this agreement or termination of the agreement.

**EXECUTION**

The parties through their authorized agents have executed this agreement on the dates set out below. A scanned copy or facsimile copy of the original has the same force and effect as the original document.

  
Date 5/19/2026  
JOE LOCKWOOD- County Coordinator  
Yellowstone County Weed District

  
Date 05-15-2026  
JACK BERNHARDT- Land Use Specialist  
DNRC Southern Land Office