

**OFFICIAL AGENDA
TUESDAY October 20, 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**

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

Board Openings - City/County Planning District 4&5/Broadview Cemetery/Blue Creek
FSA/Laurel Fire District 5&7/Huntley Project FSA/Consolidated Zoning
Commission/Lockwood Pedestrian Safety District/Allies in Aging

2. FINANCE

- a. Bond for Lost Warrant
- b. IT Cyber Security - Homeland Security Grant Award

3. INFORMATION TECHNOLOGY

- a. New Lumen Network Contract
- b. Creation IT Role "Training and Support Coordinator"

4. PUBLIC WORKS

- a. BAHF Centennial Ice Arena - Extension
- b. Public Works - Road Use and Maintenance Agreement to Mitigate Impacts to Heiken Road and Buffalo Trail Road

5. SHERIFF

2026 Byrne Justice Assistance Grant (JAG)

6. HUMAN RESOURCES

- a. Resolution 26-117 - Detention Sergeant Attendance Incentive Plan
- b. **PERSONNEL ACTION REPORTS - Detention Facility** - 2 Appointments & 2 Terminations; **Motor Vehicle** - 1 Appointment; **Youth Services Center** - 1 Appointment; **County Attorney** - 1 Termination; **MetraPark** - 1 Salary & Other

FILE ITEMS

1. AUDITOR

- a. Payroll Audit from August 16 - August 31, 2026
- b. Payroll Audit from September 1 - September 15, 2026
- c. Payroll Audit from September 16 - September 30, 2026

2. HUMAN RESOURCES

- a. August 16 through 31 Payroll Audit
- b. September 1 through 15 Payroll Audit
- c. September 16 through 30 Payroll Audit

3. PUBLIC WORKS

Contract with Billings Construction Supply

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: 10/20/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - City/County Planning District 4&5/Broadview Cemetery/Blue Creek FSA/Laurel Fire District 5&7/Huntley Project FSA/Consolidated Zoning Commission/Lockwood Pedestrian Safety District/Allies in Aging

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

October 20, 2026

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

- 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
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/29

- 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
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- 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
ALLIES IN AGING	2 year	2 full to 6/30/28

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, November 19, 2026

October 6, 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

- 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 6/30/28
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- NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.

CUSTER CEMETERY BOARD	3 year	1 partial to 6/30/27
TAX APPEAL BOARD	3 year	1 full to 12/31/29

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

B.O.C.C. Regular

2. a.

Meeting Date: 10/20/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost check

RECOMMENDED ACTION:

Approve reissue

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On August 21, 2026 Yellowstone County issued a warrant numbered 872135 to DUBAY, DECLAN T (Principal) in the amount of \$1,017.17. The warrant was drawn in payment of PAYROLL FOR 8/1-8/15/26. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$1,017.17 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 2,034.34 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Declan T. Dubay
Principal Signature

2306 Ernest Ave. #A
Mailing Address for replacement check

Missoula, MT 59801
City, State Zip

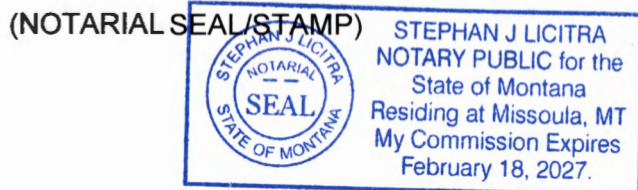
State of Montana)
: (seal/stamp)

County of Missoula)

This instrument was acknowledged before me on this 5th day of October, 2026

by Declan T. Dubay (only)

Stephan J. Licitra
Notary Signature



APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

2. b.

Meeting Date: 10/20/2026**Title:** IT Cyber Security - Homeland Security Grant Award**Submitted By:** Anna Ullom, Senior Accountant

TOPIC:

IT Cyber Security - Homeland Security Grant Award

BACKGROUND:

An IT hardware grant was applied for through the Department of Homeland Security, administered by the State of Montana's DES Department. Yellowstone County has been awarded \$169,435 for the purchase of replacement and the upgrade of end of life network-related hardware. Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to register and maintain CISA's no cost Cyber Hygiene Services (CyHy). This grant is on a reimbursement basis, and we will only receive payment after purchases are made and paid for.

Finance note: As this grant is through Federal funding, accepting the award will mean we are accepting all Federal grant conditions, which are subject to change by the OMB and can be applied retroactively to all Federal grants.

RECOMMENDED ACTION:Approve.

Attachments

Award Letter - IT Cyber Security Homeland Security Grant
Montana DES Cybersecurity Grant Program Guidance



State and Local Cybersecurity Grant Program

FY 2022 Award Letter

July 1, 2026

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

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

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

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

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

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

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

Sincerely,

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



AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

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

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Article 1 Summary Description of Award

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

Article 2 SLCGP Performance Goal

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

Article 3 DHS Standard Terms and Conditions Generally

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

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

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

Certifications

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

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

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

Article 5 General Acknowledgements and Assurances

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

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

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

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

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

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

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

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

Article 6 Acknowledgement of Federal Funding from DHS

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

Article 7 Activities Conducted Abroad

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

Article 8 Age Discrimination Act of 1975

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

Article 9 Americans with Disabilities Act of 1990

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

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

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

Article 11 Civil Rights Act of 1964 – Title VI

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

Article 12 Civil Rights Act of 1968

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

Article 13 Copyright

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

Article 14 Debarment and Suspension

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

Article 15 Drug-Free Workplace Regulations

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

Article 16 Duplication of Benefits

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

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

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

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

Article 26 Lobbying Prohibitions

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

Article 27 National Environmental Policy Act

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

Article 28 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article 29 Non-Supplanting Requirement

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

Article 30 Notice of Funding Opportunity Requirements

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

Article 31 Patents and Intellectual Property Rights

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

Article 32 Procurement of Recovered Materials

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

Article 33 Rehabilitation Act of 1973

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

Article 34 Reporting of Matters Related to Recipient Integrity and Performance

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

Article 35 Reporting Subawards and Executive Compensation

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

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

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

Article 37 SAFECOM

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

Article 38 Terrorist Financing

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

Article 39 Trafficking Victims Protection Act of 2000 (TVPA)

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

Article 40 Universal Identifier and System of Award Management

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

Article 41 USA PATRIOT Act of 2001

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

Article 42 Use of DHS Seal, Logo and Flags

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

Article 43 Whistleblower Protection Act

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

Article 44 Environmental Planning and Historic Preservation (EHP) Review

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

Article 45 Applicability of DHS Standard Terms and Conditions to Tribes

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

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

Article 46 Acceptance of Post Award Changes

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

Article 47 Disposition of Equipment Acquired Under the Federal Award

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

Article 48 Prior Approval for Modification of Approved Budget

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

Article 49 Indirect Cost Rate

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

Article 50 MT DES Specific Acknowledgements and Assurances

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

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

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

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

Article 51 Accruals

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

Article 52 Authorized Representative

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

Article 53 Cyber Hygiene Services

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

Obligating Document for Award

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

Montana State and Local Cybersecurity Grant Program Guidance

Guidance Released: November 17, 2025

MONTANA DISASTER AND EMERGENCY SERVICES



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

STATE & LOCAL CYBERSECURITY GRANT PROGRAM

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State and Local Cybersecurity Grant Program

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

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

Assistance Listings Number: 97.137

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

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

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

KEY DATES:

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

1.0 Overview

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

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

2.0 Purpose and Objectives

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

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

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

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

3.0 Funding

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

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

- Final approval is contingent upon available funding.

4.0 Grant Requirements – State Level

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

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

Cybersecurity Planning Committee

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

The Cybersecurity Planning Committee must include the following entities:

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

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

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

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

Cybersecurity Plan

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

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

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

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

5.0 Eligibility Requirements for Local Applicants

5.1 Eligible Applicants

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

5.2 Applications

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

5.3 Cost Share or Match

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

5.4 Unique Entity Identifier (UEI)

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

5.5 Applicant Agent or Authorized Representative

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

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

5.6 Application Review and Recommendation

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

6.0 Project Categories and Activities

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

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

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

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

6.1 Training

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

6.2 Management and Administration

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

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

7.0 Unallowable Costs and Activities

7.1 Unallowable Costs

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

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

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

7.2 Supplanting

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

7.3 Telecommunication, Video Surveillance Equipment and Services

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

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

8.0 Procurement

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

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

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

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

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

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

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

9.0 Award Administration Information

9.1 Award Administration

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

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

9.2 CYBER HYGIENE SERVICES - Required

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

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

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

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

10.0 Reporting

10.1 Progress Reports

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

10.2 Reimbursement Requests

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

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

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

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

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

10.3 Accruals

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

11.0 Monitoring/Technical Assistance

11.1 Monitoring

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

11.2 Technical Assistance

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

12.0 Project Closeout and De-Obligated Funds

12.1 Closeout

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

12.2 De-obligated Funds

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

13.0 MT DES Contact Information

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

B.O.C.C. Regular**3. a.****Meeting Date:** 10/20/2026**Title:** Lumen Network Contracts**Submitted For:** Larry Ziler, IT Director**Submitted By:** Larry Ziler, IT Director

TOPIC:

New Lumen Network Contract

BACKGROUND:

Yellowstone County currently has sixteen Lumen contracts for internet and fiber network connectivity across its locations, at a combined monthly cost of \$12,485.60. I recommend consolidating these contracts into a combination of Lumen's Network-as-a-Service (NaaS) and cellular internet services. Under this proposal, Lumen NaaS IQ Ports would consolidate and replace the existing Lumen circuits at MetraPark, the Youth Services Center, the County Courthouse, and the County Detention Center. Cellular internet service would replace the existing low-speed Lumen circuit at the Junk Vehicle site with high-speed connectivity. Cellular internet would also be installed at the Youth Services Center and County Detention Center to provide failover for these 24/7 facilities. Lumen NaaS gives the County IT Department direct, on-demand control of network and internet services at each location, which reduces our dependence on Lumen technicians to configure routing services. IT can also raise or lower service speeds as needed, improving both performance and cost control. The new Lumen contracts have a one-year term and have been reviewed by Steve Williams, who identified no issues. Cost Analysis Current Monthly Cost: \$12,485.60 Projected Monthly Cost: \$7,552.27 Projected Monthly Savings: \$4,933.33 Projected Annual Savings: \$59,199.96

RECOMMENDED ACTION:

Recommended the Commissioners approve and execute the attached Lumen contracts for a term of 1-year.

Attachments

Courthouse Promo
Courthouse Contract
Detention Contract
Detention Promo
YSC Contract
YSC Promo
Metro Promo
Metra Contract

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

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

1. Definitions

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

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

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

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

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

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

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

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 26 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

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

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

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

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

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

SLED Terms and Conditions Governing This Order

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Order Terms

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

Invoices

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

Activation Support

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

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

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

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

Signature Block

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

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

Document Generation Date: 08-25-2026

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

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

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Signature Block

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

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

Document Generation Date: 08-25-2026

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

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

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

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

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 26 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

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

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

Customer Information and Contract Specifications

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

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

Description	ID
Existing Circuit ID	445682234

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
410 S 26TH ST BILLINGS MONTANA 59101 4163 UNITED STATES	Lumen Fabric Port - 1 Gbps	New	12	1	\$310.00	\$0.00	\$310.00	\$0.00	USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included - Service Level = 24x7x4 NaaS Enabled			1		\$0.00		\$0.00	USA
	Subtotal						\$310.00	\$0.00	
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3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

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

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

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

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

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

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

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

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

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

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

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

Additional Order Terms

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

Invoices

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

Activation Support

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

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

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

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

Signature Block

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

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

Document Generation Date: 08-25-2026

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

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

1. Definitions

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

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

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

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

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

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

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

YELLOWSTONE COUNTY MT



Authorized Signature

Authorized Signature

Shrabana Bhatta

Name Typed or Printed

Name Typed or Printed

Lumen Marketing Solutions

Title

Title

Aug 27, 2026

Date

Date

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

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

LUMEN ON-DEMAND WHERE YOU DEMAND IT PROMOTIONAL OFFER

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

1. Definitions

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

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

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

YELLOWSTONE COUNTY MT



Authorized Signature

Aarti Sharma

Name Typed or Printed

Lumen Marketing Solutions

Title

August 31 ,2026

Date

Authorized Signature

Name Typed or Printed

Title

Date

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

EXHIBIT A
ORDER(S)

{attach Order(s) described in Addendum}

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

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

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

SLED Terms and Conditions Governing This Order

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Order Terms

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

Invoices

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

Activation Support

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

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

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

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

Signature Block

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

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

Document Generation Date: 08-25-2026

B.O.C.C. Regular

3. b.

Meeting Date: 10/20/2026**Title:** New IT Role**Submitted For:** Larry Ziler, IT Director**Submitted By:** Larry Ziler, IT Director

TOPIC:

Creation IT Role "Training and Support Coordinator"

BACKGROUND:

IT Training & Support Coordinator — Position Background The IT Training & Support Coordinator is a full-time, non-exempt position graded at H. The role has two main responsibilities: 1. Support team coordination. Lead the IT Support team so that support requests are resolved on time and team members keep up with their secondary duties. 2. Countywide technical training. Work with the IT Director and Yellowstone County department heads to build training programs for new hires and continuing education for current employees. Planned topics include: Cybersecurity awareness Microsoft Word, Outlook, Excel, Teams, etc. Time Force and other time clock applications MVD CARS Treasurer's Taxwise system Clerk & Recorder Eagle Recorder Public Works permit application Any application or system identified by a department head requiring training resources Turnover is costly: Gallup estimates that replacing an employee costs between one-half and two times that employee's annual salary.¹ Employers increasingly recognize training as the answer—in LinkedIn's 2025 Workplace Learning Report, organizations ranked providing learning opportunities as their No. 1 retention strategy.² . ¹ Gallup, "This Fixable Problem Costs U.S. Businesses \$1 Trillion," March 13, 2019. ² LinkedIn Learning, Workplace Learning Report 2025.

RECOMMENDED ACTION:

I recommend the BOCC formally authorize the creation of the new IT Role "Training and Support Coordinator" as a class H non-exempt role.

AttachmentsJob Description

JOB DESCRIPTION

IT Support Operations & Training Coordinator

Senior-Level | Information Technology Department

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

Position Summary

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

Essential Functions & Responsibilities

Technology Training & Onboarding

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

Application Support & User Assistance

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

Team Leadership & Performance

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

Documentation & Knowledge Management

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

Stakeholder Collaboration & Project Participation

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

Cybersecurity & Compliance Awareness

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

Help Desk Coverage & Technical Support

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

Minimum Qualifications

Education

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

Experience

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

Knowledge, Skills & Abilities

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

Preferred Qualifications

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

Work Environment & Physical Requirements

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

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

B.O.C.C. Regular

4. a.

Meeting Date: 10/20/2026

Title: BAHL Centennial Ice Arena - Lease Extension

Submitted By: Monica Plecker, Public Works Director

TOPIC:

BAHL Centennial Ice Arena - Extension

BACKGROUND:

Yellowstone County is still in the process of negotiating a lease with Yellowstone Ice Foundation (YIF) for the use of Centennial Ice Arena. The purpose of this extension is to have Billings Amateur Hockey League continue to be the responsible party until YIF and YCO are able to negotiate a new lease.

RECOMMENDED ACTION:

Approve

Attachments

Agreement

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), made and entered into with an effective date of July 1, 2026, is by and between BILLINGS AMATEUR HOCKEY LEAGUE, INC., a Montana corporation (the "Lessee"), and YELLOWSTONE COUNTY, MONTANA (the "Lessor").

RECITALS

1. The Lessor and Lessee entered into a lease on or about July 26, 2006, with an effective date of July 1, 2006 (the "Lease Agreement").
2. The Lessor and Lessee amended the Lease Agreement pursuant to that certain Amendment to Lease dated May 31, 2016 (the "First Amendment"), which extended the term of the Lease Agreement through June 30, 2026. The Lease Agreement, as amended by the First Amendment, is referred to as the "Lease."
3. The Lessor and Lessee have agreed to further amend the Lease to extend its term, subject to the terms and conditions set forth in this Second Amendment.
4. The purpose of this extension is to determine if an agreement can be reached with a third party to take over and extend the lease with the intent of refurbishing and reopening the facility.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Second Amendment covenant and agree to be bound as follows:

Section 1. Incorporation of Lease.

The Lease is incorporated into this Second Amendment by reference in its entirety.

Section 2. Capitalized Terms.

Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Lease, unless the context shall otherwise require.

Section 3. Extension of Term.

The term of the Lease, which is currently scheduled to end on June 30, 2026, is hereby extended through and including December 31, 2026, unless sooner terminated in accordance with the terms of the Lease or if the County enters into an agreement with another party.

Section 4. Effectiveness of Amendment.

This Second Amendment shall become effective upon its execution by Lessee and Lessor.

Section 5. Affirmation of Lease.

The Lessor and Lessee each acknowledge and affirm that the Lease, as amended by this Second Amendment, is ratified and confirmed in all respects, and all terms, conditions, and provisions of the Lease, except as amended by this Second Amendment, shall remain unmodified and in full force and effect.

Section 6. Counterparts.

This Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Second Amendment by signing any such counterpart.

Section 7. Governing Law.

This Second Amendment shall be construed under and in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

LESSEE:

BILLINGS AMATEUR HOCKEY LEAGUE, INC.

By: 

Name: Kyle Foleman

Title: BAHL President

LESSOR:

YELLOWSTONE COUNTY, MONTANA

By: _____

Mark Morse, Yellowstone County Commissioner

By: _____

Mike Waters, Yellowstone County Commissioner

By: _____

Chris White, Yellowstone County Commissioner

ATTEST:

By: _____

B.O.C.C. Regular

4. b.

Meeting Date: 10/20/2026**Title:** Public Works - Road Use and Maintenance Agreement to Mitigate Impacts to Heiken Road and Buffalo Trail Road**Submitted By:** Monica Plecker, Public Works Director

TOPIC:

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

BACKGROUND:

Staff provided a presentation of the proposed Road Use and Maintenance Agreement to the BOCC at its discussion meeting on October 15, 2026. The purpose of the agreement is to ensure county roads are usable and in a satisfactory condition given the anticipated impacts of proposed development on private land owned by Big Sky Digital Infrastructure. This proposed agreement is related specifically to impacts for the construction of a private road on private property, the construction of a well drilling pad and well drilling operations. Any future phases of the project or work outside this scope would require a new agreement. To ensure the haul route roads remain usable and in satisfactory condition. The agreement focuses on the following: Restricted Haul Route and Site Access Maintenance Requirements, Construction Requirements and Cost Responsibility.

During the discussion meeting, staff presented BSDI requested changes in regard to 30 day time restrictions for plan review, and financial guarantee release once certain measures had been met. In addition, BSDI requested additional details surrounding future documents that would supersede the original. During the discussion, legal, public works staff and the board indicated their support of those changes. The document has been amended to reflect these changes.

RECOMMENDED ACTION:

Approve.

AttachmentsRoad Use and Maintenance Agreement

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

Introduction

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

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

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

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

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

Consideration

Entities

Yellowstone County

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

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

Big Sky Digital Infrastructure LLC

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

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

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

Scope of Work

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

Roads

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

Improvements and Maintenance of Roads

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

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

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

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

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

- Provide a top lift of 3-inches of ¾inch minus crushed gravel (meeting MDT spec for Grade 2 Crushed Top Surfacing Type “B”, 701.02.7) required to be treated with mag chloride.
 - BSDI shall hire an Engineer to design, and present to Yellowstone County for approval, the section (cement treated base, gravel surfacing, and magnesium chloride) based on the specifications provided in Attachment 2.
 - The design must be provided to Yellowstone County by January 15, 2027. The County shall approve the design or provide written comments within thirty (30) days after receipt, and if the County does not respond within that period the design is deemed approved.
 - Due to construction season limitations for application of cement soil stabilization, a bond or other means of financial guarantee in the amount of 125% of the engineer’s estimate of probable cost, as reviewed and accepted by Yellowstone County, is required to be provided to Yellowstone County within 14 days of the approved design. This financial guarantee will be released within 30 days of The County entering into a contract with awarded bidder.
 - The construction improvements to Heiken Road must be constructed no later than April 15, 2027. This date may be extended two (2) times in 30-day increments by mutual agreement with the County’s approval, which shall not be unreasonably withheld, conditioned or delayed, in the event weather conditions do not permit construction as outlined within the specification
- There are two culverts located on Heiken Road that should be monitored during weekly inspections. If damage occurs, BSDI will be responsible for repairs or replacement. A culvert extension will be necessary if shoulder work requires.
- Construction improvements of Heiken Road will be publicly bid and awarded by Yellowstone County. BSDI shall provide all bid documents (plans, specifications, bid form, contract, etc.) to Yellowstone County for bidding purposes. BSDI or their Engineer will be responsible for responding to any design and/or construction related questions throughout the bid process.
- A performance bond will be required by the contractor awarded the bid for improving Heiken Road.
- A full-time on-site inspector will be required for the duration of active construction of Heiken Road.

Duration

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

The agreement shall commence when Big Sky Digital Infrastructure begins the construction of the approach and private road and shall terminate when Big Sky Digital Infrastructure has completed the well drilling and the construction improvements to Heiken Road, or earlier upon supersession or termination as provided in this agreement. Prior to the agreement’s termination, the County will verify the roads are in an acceptable condition. The condition required by this agreement is measured against the baseline documented in the initial drone flight, via a final inspection conducted within thirty (30) days after BSDI’s written notice of completion. Within thirty (30) days after the final inspection, the County shall release the maintenance bond and other financial guarantees held under this agreement. Currently, it is anticipated that on 11/1/2026 Big Sky Digital Infrastructure will begin the construction of the approach and private road and on 5/1/2027 it will finish drilling the well. These dates are subject to change.

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

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

Supersession and Release. The County may sign a later written agreement covering the use or improvement of Heiken Road or Buffalo Trail Road with BSDI, a BSDI affiliate or successor, or a customer, tenant, or purchaser of the BSDI property (a "Subsequent Agreement"). That agreement controls all obligations arising after its effective date, including the Heiken Road Construction Improvements and their deadlines, unless it says otherwise. Within thirty (30) days after the County receives the security required under the Subsequent Agreement, the County will release BSDI's bonds and other financial guarantees under this agreement and record a release of the Waiver of Right to Protest. The County

may first deduct any documented amounts owed for road damage or pass-through costs incurred before that effective date. Obligations that accrued before that date remain in effect.

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

Disputes

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

Yellowstone County

Yellowstone County Public Works Department

P.O. Box 35024

Billings, Montana 59107

(406) 256-2735

pubworks@yellowstonecountymt.gov



Monica Plecker

Director Yellowstone County Public Works Department

10/15/26

October 15, 2026

State of Montana }
 ss.
County of Yellowstone }

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

(NAME)

Notary Public For the State of Montana

Residing at Billings, Montana.

My commission expires (DATE)

(Notarial Seal)

Big Sky Digital Infrastructure LLC

Big Sky Digital Infrastructure LLC

Attn: Adam Davis, Director of Development

1302 North 24th Street West

PMB # 363

Billings, Montana 59102

406-536-4800

Adam.Davis@QuanticaInfra.com

Adam Davis
Director of Development

October ____, 2026

State of Montana }
 ss.
County of Yellowstone }

On October __, 2026, Adam Davis, Director of Development acknowledged before me that he executed this Agreement between Yellowstone County and Big Sky Digital Infrastructure LLC on the Use of a Portion of Heiken Road and Buffalo Trail Road in his official capacity on behalf of Big Sky Digital Infrastructure.

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

(Notarial Seal)

**Yellowstone County
Board of County Commissioners**

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

**Yellowstone County
Board of County Commissioners**

Jeff Martin, Clerk and Recorder

ATTACHMENT 1



ATTACHMENT 2

SECTION 304 CEMENT TREATED PULVERIZED BASE (CTPB)

304.01 DESCRIPTION

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

304.02 MATERIALS

304.02.1 Cement

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

304.02.2 Water

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

304.02.3 Supplemental Aggregate

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

Stockpile aggregates in accordance with Subsection 303.03.

304.02.4 Pulverization Material Gradation

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

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

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

304.02.5 Cure Seal

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

304.02.6 Cover Material

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

304.02.7 Composition and Proportioning

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

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

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

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

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

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

304.03 CONSTRUCTION REQUIREMENTS

304.03.1 Equipment

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

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

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

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

304.03.2 Weather Limitations

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

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

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

304.03.3 Mixing and Processing

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

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

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

B. Sequencing.

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

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

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

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

304.03.4 Compaction and Finishing

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

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

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

304.03.5 Curing and Protection

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

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

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

304.03.6 Testing and Acceptance of CTPB

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

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

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

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

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

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

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

The compressive strength tests will be conducted at 7 days and the material represented will be accepted or rejected. Any corrective action is at Contractor expense.

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

ATTACHMENT 3

Waiver of Right to Protest

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

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

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

S02, T03 N, R23 E, LOTS 3, 4 & S2NW (LESS RY, HWY & C/S 1028)
S02, T03 N, R23 E, C.O.S. 1403, PARCEL 1
S03, T03 N, R23 E, ALL (LESS COS 1029) & TR 1 COS 1029
S04, T03 N, R23 E, LOTS 1 & 2 & S2NE
S04, T03 N, R23 E, LTS 3, 4 & S2NW4
S04, T03 N, R23 E, SE4
S09, T03 N, R23 E, ALL
S10, T03 N, R23 E, N2 & SW4
S10, T03 N, R23 E, SE4
S11, T03 N, R23 E, ALL
S12, T03 N, R23 E, NW4 W OF RY & HWY
S12, T03 N, R23 E, SW4
S27, T04 N, R23 E, SW4 & SWNW W OF RY
S28, T04 N, R23 E, SE4, E1/2NW4, NE4 W of RY
S33, T04 N, R23 E, E2
S33, T04 N, R23 E, W2
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 2, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 1, (23)
S34, T04 N, R23 E, C.O.S. 3821, PARCEL 3, (23)
S35, T04 N, R23 E, FRAC W2SW4 & W OF RY & HWY

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

Owner

Name, Title

STATE OF MONTANA)
 : ss
County of Yellowstone)

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

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

Notary Public in and for the State of Montana

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

B.O.C.C. Regular

Meeting Date: 10/20/2026

Title: MOU

Submitted By: Carol Redler

TOPIC:

2026 Byrne Justice Assistance Grant (JAG)

BACKGROUND:

Yellowstone County will receive \$22,538.00 from City of Billings for 2026 JAG funding.

RECOMMENDED ACTION:

Approve and sign.

Attachments

2026 JAG

**THE STATE OF MONTANA, COUNTY OF YELLOWSTONE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BILLINGS, AND YELLOWSTONE COUNTY
2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
\$164,444 O-BJA-2026-172705**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2026, between the City of Billings (CITY) acting through its Mayor, and Yellowstone County (COUNTY) acting through its Chairman of the Board of County Commissioners.

WHEREAS, the CITY and the COUNTY filed a joint application for the 2026 Byrne Justice Assistance Grant Program Award (JAG), with the CITY serving as applicant/fiscal agent for the JAG funds;

WHEREAS, JAG awarded the CITY a total of \$164,444 in JAG funds;

WHEREAS, the CITY and the COUNTY believe it to be in their best interests and the best interests of the public, and in accordance with the joint application, to distribute \$22,538 of the JAG funds to the COUNTY so as to continue to qualify for future JAG awards and in order to maximize the benefit from this 2026 JAG award.

NOW THEREFORE, the CITY and COUNTY agree as follows:

1. The purpose of this MOU is to memorialize the understanding between the CITY and COUNTY to share the proceeds of the \$164,444 JAG award, with the CITY receiving \$141,906 of the JAG funds and COUNTY receiving \$22,538 of the JAG funds. The CITY shall distribute \$22,538 of the JAG funds to the COUNTY upon the CITY's receipt of the full amount of JAG funds.
2. This MOU shall commence on the date the Justice Assistance Grant (JAG) is funded by the U.S. Department of Justice, and the JAG funds are received by the CITY, and it shall terminate on September 30, 2029, unless the parties mutually agree, in writing, to an earlier termination date. CITY agrees to distribute to the COUNTY a total of \$22,538 of JAG funds. The COUNTY agrees to use \$22,538 for the program between the date of this agreement and September 30, 2029, the last day on which these funds may be spent, according the terms of the JAG Grant award and conditions.
3. This MOU does not create any legal, financial, or other obligations on either party. Nothing in the performance of this MOU shall impose any liability for claims against the CITY or COUNTY. Each party to this agreement will be responsible for its own actions under this MOU, and shall not be liable for any civil liability that may arise from the actions of the other party under this MOU. The parties agree to inform each other of any claims or complaints for damage received because of this MOU.
4. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU. No separate legal entity shall be created by this MOU.
5. The accounting for JAG funds received by each of the local governing bodies shall be done by the City of Billings Finance Department and the County of Yellowstone Sheriff's Office, respectively. The City of Billings Financial Services Manager shall administer the disbursement of JAG proceeds in cooperation with the County of Yellowstone Sheriff's Office. No personnel costs will be funded from these proceeds by either party.
6. If all JAG funds are not distributed to the CITY, this MOU will immediately terminate. If only a portion of the JAG funds are distributed, the CITY will notify the COUNTY of the total amount that was provided and the parties will discuss a distribution of some of the funds to the COUNTY.
7. Either party may terminate this MOU by giving a thirty-day written notice to the other party. Notice to the CITY will be sent to the mayor. Notice to the COUNTY will be sent to the commission chair.

City of Billings, Montana

County of Yellowstone

/s/ Mike Nelson, Mayor

/s/ Mark Morse, Chairman
Yellowstone County Commissioners

APPROVED AS TO FORM:

/s/ Daniela E. Pavuk
City Attorney's Office

/s/ Scott Twito
Yellowstone County Attorney's Office

B.O.C.C. Regular

6. a.

Meeting Date: 10/20/2026

Title: Resolution 26-117 - Detention Sergeant Attendance Incentive Plan

Submitted By: Erika Guy

TOPIC:

Resolution 26-117 - Detention Sergeant Attendance Incentive Plan

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

26-117

Yellowstone County Detention Facility

Detention Sergeant Attendance Incentive Plan, October 20, 2026

Resolution 26 - 117

Whereas: It is the policy of the Yellowstone County Detention Facility that non-union Detention Sergeants ensure adequate staffing and provide supervision to protect the safety and security of all inmates and staff, and

Whereas: It is mission critical that non-union Detention Sergeants maintain a daily staffing level to achieve this policy. Unscheduled sick leave call-offs by Sergeants cause compulsory overtime and compounds workloads by increasing the burden on present staff who must manage their own duties alongside an absent Sergeants responsibility.

Whereas: On June 30, 2026, the Detention Officers union negotiated an Attendance Incentive Plan, (AIP) as a one-year pilot program intended to curb overtime resulting from call-offs by Detention Officers. That AIP will be evaluated in June 2027 to then decide the future of the AIP program.

Whereas: The Detention Officer AIP allows a Detention employee who has not used unscheduled sick leave for one (1) quarter (January-March, April-June, July-September, October -December) to receive four (4) hours of vacation leave as an attendance incentive.

Whereas: The Yellowstone County Detention Facility Administrator believes it to be equitable and appropriate to allow Detention Sergeants to participate in this AIP pilot program as well, as an incentive to address issues presented with Sergeant call-offs.

NOW THEREFORE BE IT RESOLVED,

1. That the Yellowstone County Detention Facility Administrator is hereby authorized to establish, implement and administer the Detention Sergeant AIP as presented.
2. That the Detention Sergeant AIP is a pilot program subject to evaluation by Detention Administration when the Detention Officer AIP is evaluated in June 2027.
3. This resolution shall take effect immediately upon adoption.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

ATTEST:

Chris White, Member

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

6. b.

Meeting Date: 10/20/2026

Title: PERSONNEL ACTION REPORTS

Submitted By: Erika Guy

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 2 Appointments & 2 Terminations; Motor Vehicle - 1 Appointment; Youth Services Center - 1 Appointment; County Attorney - 1 Termination; MetraPark - 1 Salary & Other

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

Attachments

PARS



Yellowstone County Commissioners
RECEIVED

OCT 1 2026

Hire/Personnel Action Form

Employee Information

Employee
Darcie Tempel

Hire Information

Position Details	Hire Req#	Job Type
Marketing & Sales	202600473	Promotional
Director/MetraPark (J)		
(6065)	Job Class	Pay Rate
	Marketing & Sales	\$84,703.04
Person ID	Director/MetraPark (J)	HireDate
53137165	Job Class#	10/16/26
Department		
MetraPark		
Division		
MetraPark Marketing		

Comments

5810.555.460442.111 Replacing Cody Reitz. Promotion 3 grades = 20%

Approvals

HUMAN RESOURCES

Kevin Gillen
10/15/26 7:57 AM

FINANCE

JENNIFER JONES
10/15/26 7:58 AM

Commissioners Action
Approve Disapprove

Chair

WJL

Member

WJL

Member



Yellowstone County Commissioners
RECEIVED

OCT 15 2026

Hire/Personnel Action Form

Employee Information

Employee
Amber Stoltenberg

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F)	202600448	Full-Time Regular
(5115)		
Person ID	Job Class	Pay Rate
55158509	Juvenile Care Worker (F)	\$26.14
Department	Job Class#	HireDate
Youth Service Center	5115	10/19/26
Division		
N/A		

Comments

Amber will be replacing Victoria Otis as a JCW and will be starting overnights.
Her offer amount is the base pay of \$25.44 plus the overnight diff of \$.70 for a total of \$26.14.
2399.235.420250.111 100%

Approvals

HUMAN RESOURCES	Kevin Gillen	10/9/26 3:14 PM
FINANCE	JENNIFER JONES	10/12/26 8:36 AM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MTN</u>	_____
Member	<u>Q</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 09 2026

Section 1

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

Name: Marcus VanAken Giban Effective Date: 10/2/26

Current Title: VW Coordinator Gr. Salary \$ 25.70

Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: ☒ New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination: ☒

Temp Part Time: Promotion:

Seasonal Hire: Transfer:

Replaces position Demotion:

Name Reclassification:

New Budgeted Position

Other:

Funding: 2301 - 122 - 41100 - 111 Percent/00 New Account
Percent Split Account

Carsten Kuehn
Elected Official/Department Head

Date

Section 2

Human Resources: Finance:

Note: Note:

Ken Kim Giban 9-7-26
Director Date

Jul James 10-9-26
Director Date

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

Chair

Member

Member

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod



Yellowstone County Commissioners
RECEIVED

OCT 13 2026

Hire/Personnel Action Form

Employee Information

Employee
Shawn Bradshaw

Hire Information

Position Details	Hire Req#	Job Type
Motor Vehicle Clerk (C) (2050)	202600464	Full-Time Regular
Person ID	Job Class	Pay Rate
68850749	Motor Vehicle Clerk (C)	\$19.02
Department	Job Class#	HireDate
Treasurer/Supt. of Schools/Motor Vehicle	2050	10/13/26
Division		
N/A		

Comments

1000.113.410540.111 Replacing Casey Heimann

Approvals

HUMAN RESOURCES	Kevin Gillen	10/13/26 9:44 AM
FINANCE	JENNIFER JONES	10/13/26 9:49 AM

Commissioners Action
Approve Disapprove

Chair	<u>MSN</u>	_____
Member	<u>MSN</u>	_____
Member	_____	_____



Yellowstone County Commissioners
RECEIVED

OCT 08 2026

Hire/Personnel Action Form

Employee Information

Employee
Arian Bytyqi

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202600393	Full-Time Regular
Person ID	Job Class	Pay Rate
62994171	Detention Officer (D)	\$30.00
Department	Job Class#	HireDate
Sheriff's Office	5090	10/26/26
Division		
Detention Facility		

Comments

FUNDING: 2300.136.420200.111 @ 100%
REPLACES: ROBBINS

Approvals

HUMAN RESOURCES

Kevin Gillen

10/8/26 8:33
AM

FINANCE

JENNIFER
JONES

10/8/26 9:34
AM

Commissioners Action
Approve Disapprove

Chair

KY

Member

MTN

Member

[Signature]



Yellowstone County Commissioners
RECEIVED

OCT 10 2026

Hire/Personnel Action Form

Employee Information

Employee
James Caraway

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D)	202600461	Full-Time Regular
(5090)		
Person ID	Job Class	Pay Rate
66482628	Detention Officer (D)	\$30.00
Department	Job Class#	HireDate
Sheriff's Office	5090	10/26/26
Division		
Detention Facility		

Comments

FUNDING:2300.136.420200.111 @ 100%
REPLACES: COULTER

Approvals

HUMAN RESOURCES

Kevin Gillen
10/15/26 7:56
AM

FINANCE

JENNIFER JONES
10/15/26 7:58
AM

Commissioners Action
Approve Disapprove

Chair

MM

Member

MM

Member

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 09 2026

Section 1

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

Name: Ryan Flores Effective Date: 10/06/2026
Current Title: Detention Officer Gr. Salary \$ 30.00
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: xx
Temp Part Time:
Seasonal Hire: Promotion:
Replaces position Transfer:
Name
New Budgeted Position Demotion:
Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account

[Signature] 10/06/2026
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Den. 9-26 9-2-26
Director Date

H.R. Comments:

Note: [Signature] 10-9-26
Director Date

Commissioner's Action
Approve Disapprove

Chair [Signature]
Member [Signature]
Member [Signature]

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

OCT 09 2026

Section 1

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

Name: Rachel Eldridge Effective Date: 10/05/2026
Current Title: Booking Clerk Gr. Salary \$ 24.00
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: xx
Temp Part Time: Voluntary Promotion:
Seasonal Hire: Transfer:
Replaces position Name Demotion:
New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account

 10/05/2026
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note:
Ken Lyle 10-7-26
Director Date

H.R. Comments:

Note:
Jul Jones 10.9.26
Director Date

Commissioner's Action
Approve Disapprove

Chair
Member
Member

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

B.O.C.C. Regular

1. a.

Meeting Date: 10/20/2026

Title: Payroll Audit from August 16 - August 31, 2026

Submitted By: Erika Guy

TOPIC:

Payroll Audit from August 16 - August 31, 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Payroll Audit

PAYROLL AUDIT

August 16 to August 31, 2026

Date: 9/4/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor



From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
9/4/2026	Clark, Jordan	Detention	Comp time rate s/b 33.96 @ 1.5 hrs
9/4/2026	Hoellein, Jeremiah	Detention	5.5 hrs comp used is missing on employee summary
9/4/2026	Mueller, Yvonne	Detention	Comp time rate s/b 38.58 @ 2 hrs, 2 hrs comp used is missing on employee summary
9/4/2026	Silvesan, Anja	Detention	Comp time rate s/b 32.09 @ 11.25 hrs, 11.25 comp used is missing on employee summary
9/4/2026	Spint, Julianne	Detention	5 hrs comp used is missing on employee summary
9/4/2026	Webb, Danya- Dee	Detention	Comp time rate s/b 39.75 @ 5.25 hrs, 5.25 hrs comp used is missing on employee summary
9/4/2026	Vankuiken, Darwin	Public Works	Add 40 hrs vac and update accruals
9/4/2026	Christiaens, Seth	Sheriff	Update accruals

B.O.C.C. Regular

1. b.

Meeting Date: 10/20/2026

Title: Payroll Audit from September 1 - September 15, 2026

Submitted By: Erika Guy

TOPIC:

Payroll Audit from September 1 - September 15, 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Payroll Audit

PAYROLL AUDIT
September 1 to September 15, 2026

Date: 9/21/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Tanya McWilliams

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
9/21/2026	Brailer, Phoebe ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Callahan, Jade ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Callahan, Mathew ✓	Detention	Remove 1hr shift diff ✓
9/21/2026	Carbery, Alexiss ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Chandler, William ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Dillon, Rachael ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Foy, Riley ✓	Detention	Shift Diff s/b 8 hrs. @.90 ✓
9/21/2026	Gehring, Crystal ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Gorseth, Lori ✓	Detention	Remove .25 hrs shift diff ✓
9/21/2026	Jamieson, Troy ✓	Detention	Shift Diff s/b 80 hrs. @.90 ✓
9/21/2026	Ketchum, William ✓	Detention	Description s/b sick 22.25 hrs ✓
9/21/2026	Lee, James ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	McGregor, Barbara ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Millard, Jessica ✓	Detention	Missing Other Pay Hrs sb .50 @ \$35.44 ✓
9/21/2026	Ostwald, Maisson ✓	Detention	Shift diff s/b 24 hrs @.90 ✓
9/21/2026	Petersen, Trevor ✓	Detention	Shift diff hrs s/b 40.50 @.90 ✓
9/21/2026	Salmien, Colton ✓	Detention	Shift diff hrs s/b 64.50 @.90 ✓
9/21/2026	Schaack, Jacob ✓	Detention	Shift diff hrs s/b 10 @.90 ✓
9/21/2026	Spint, Julianne ✓	Detention	Shift diff hrs s/b 50.50 @.90 ✓
9/21/2026	Veatch, Casey ✓	Detention	Remove .50 hrs shift diff ✓
9/21/2026	Kaczmarek, Tim ✓	Facilities	Correct sick accruals balance (s/b 740.89 did not use sick leave) ✓
9/21/2026	Field, Trasee ✓	Public Works	Correct funding 5% DES Fund and 95% to Public Works ✓
9/21/2026	Joliff, Becky ✓	Sheriff	Overtime rate s/b \$32.94 ✓
9/21/2026	Anderson, Bryan	Sheriff	WHP rate s/b \$60.90
9/21/2026	Rich, Micah	Sheriff	WHP rate s/b \$52.50
9/21/2026	Schlichting, Aaron	Sheriff	WHP rate s/b \$54.66

B.O.C.C. Regular

1. c.

Meeting Date: 10/20/2026

Title: Payroll Audit from September 16 - September 30, 2026

Submitted By: Erika Guy

TOPIC:

Payroll Audit from September 16 - September 30, 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Payroll Audit

PAYROLL AUDIT
September 16 to September 30, 2026

Date: 10/6/2026
To: Board of County Commissioners *Tanya McWilliams*
From: Tanya McWilliams, Deputy Auditor

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
10/6/2026	Whalen, Robert	Elections	OT hrs. s/b 27.75 and Reg. hrs. s/b 89.25
10/6/2026	Brown, Alyssa	Metra Park	Missing Accruals
10/6/2026	Bartholomew, Bryan	Sheriff	OT hrs. s/b comp earned and Update accruals

B.O.C.C. Regular

2. a.

Meeting Date: 10/20/2026

Title: Response to Audit Findings - September 8, 2026

Submitted By: Charri Victory

TOPIC:

August 16 through 31 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Response to Audit Findings - September 8, 2026

PAYROLL AUDIT

August 16 to August 31, 2026

Date: 9/4/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
9/4/2026	Clark, Jordan	Detention	Comp time rate s/b 33.96 @1.5 hrs
9/4/2026	Hoellein, Jeremiah	Detention	5.5 hrs comp used is missing on employee summary
9/4/2026	Mueller, Yvonne	Detention	Comp time rate s/b 38.58 @2 hrs, 2 hrs comp used is missing on employee summary
9/4/2026	Silvesan, Anja	Detention	Comp time rate s/b 32.09 @ 11.25 hrs, 11.25 comp used is missing on employee summary
9/4/2026	Spint, Juliane	Detention	5 hrs comp used is missing on employee summary
9/4/2026	Webb, Danya- Dee	Detention	Comp time rate s/b 39.75 @ 5.25 hrs, 5.25 hrs comp used is missing on employee summary
9/4/2026	Vankuiken, Darwin	Public Works	Add 40 hrs vac and update accruals
9/4/2026	Christiaens, Seth	Sheriff	Update accruals 3.685L

B.O.C.C. Regular

2. b.

Meeting Date: 10/20/2026

Title: Response to Audit Findings - September 22, 2026

Submitted By: Charri Victory

TOPIC:

September 1 through 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Response to Audit Findings - September 22, 2026

PAYROLL AUDIT
September 1 to September 15, 2026

Date: 9/21/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
9/21/2026	Brailer, Phoebe	Detention	Remove .50 hrs shift diff
9/21/2026	Callahan, Jade	Detention	Remove .50 hrs shift diff
9/21/2026	Callahan, Mathew	Detention	Remove 1hr shift diff
9/21/2026	Carbery, Alexiss	Detention	Remove .50 hrs shift diff
9/21/2026	Chandler, William	Detention	Remove .50 hrs shift diff
9/21/2026	Dillon, Rachael	Detention	Remove .50 hrs shift diff
9/21/2026	Foy, Riley	Detention	Shift Diff s/b 8 hrs. @.90
9/21/2026	Gehring, Crystal	Detention	Remove .50 hrs shift diff
9/21/2026	Gorseth, Lori	Detention	Remove .25 hrs shift diff
9/21/2026	Jamieson, Troy	Detention	Shift Diff s/b 80 hrs. @.90
9/21/2026	Ketchum, William	Detention	Description s/b sick 22.25 hrs
9/21/2026	Lee, James	Detention	Remove .50 hrs shift diff
9/21/2026	McGregor, Barbara	Detention	Remove .50 hrs shift diff
9/21/2026	Millard, Jessica	Detention	Missing Other Pay Hrs sb .50 @\$35.44
9/21/2026	Ostwald, Maison	Detention	Shift diff s/b 24 hrs @.90
9/21/2026	Petersen, Trevor	Detention	Shift diff hrs s/b 40.50 @.90
9/21/2026	Salminen, Colton	Detention	Shift diff hrs s/b 64.50 @.90
9/21/2026	Schaack, Jacob	Detention	Shift diff hrs s/b 10 @.90
9/21/2026	Spint, Julianne	Detention	Shift diff hrs s/b 50.50 @.90
9/21/2026	Veatch, Casey	Detention	Remove .50 hrs shift diff
9/21/2026	Kaczmarek, Tim	Facilities	Correct sick accruals balance (s/b 740.89 did not use sick leave)
9/21/2026	Field, Trasee	Public Works	Correct funding 5% DES Fund and 95% to Public Works
9/21/2026	Joliff, Becky	Sheriff	Overtime rate s/b \$32.94
9/21/2026	Anderson, Bryan	Sheriff	WHP rate s/b \$60.90
9/21/2026	Rich, Micah	Sheriff	WHP rate s/b \$52.50
9/21/2026	Schlicting, Aaron	Sheriff	WHP rate s/b \$54.66

Checked items indicate
changes made by payroll.

B.O.C.C. Regular

2. c.

Meeting Date: 10/20/2026

Title: Response to Audit Findings - October 7, 2026

Submitted By: Charri Victory

TOPIC:

September 16 through 30 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Response to Audit Findings - October 7, 2026

PAYROLL AUDIT
September 16 to September 30, 2026

Date: 10/6/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding	
10/6/2026	Whalen, Robert	Elections	OT hrs. s/b 27.75 and Reg. hrs. s/b 89.25	✓
10/6/2026	Brown, Alyssa	Metra Park	Missing Accruals	✓
10/6/2026	Bartholomew, Bryan	Sheriff	OT hrs. s/b comp earned and Update accruals	✓

B.O.C.C. Regular

Meeting Date: 10/20/2026

Title: Contract with Billings Construction Supply

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Billings Construction Supply

BACKGROUND:

Contract with Billings Construction Supply for signage upgrades to RSID 861.

RECOMMENDED ACTION:

File

Attachments

Contract

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Billings Construction Supply (BCS), herein referred to as "CONTRACTOR", whose address is 5514 King Ave E, Billings, MT, 59101.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

The work is generally described as procurement and installation of speed limit signs, neighborhood signs, posts, and bases; solar powered radar speed feedback signs, posts, and bases; stop signs, posts, and bases, and the relocation of street name signs.

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 elect the start date upon approval of this Contract by both parties. The CONTRACTOR shall complete all Work within 15- calendar days of their elected start date, but not later than November 15, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$12,650.00. 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 quote dated 9/29/2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A, attached hereto

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 million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) 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, if the Contract 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 2026 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

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

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

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

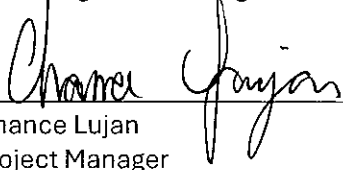
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective 10/09/2026.

COUNTY:
Yellowstone County
Billings, MT 59101

Jay D. Anderson, PE
Public Works Deputy Director

CONTRACTOR
Billings Construction Supply
5514 King Ave E, Billings, MT 59101



Chance Lujan
Project Manager

BILLINGS CONSTRUCTION SUPPLY
5514 KING AVENUE EAST • BILLINGS, MT 59101
PHONE 406-248-8355
CONTRACTORS LICENSE NO. 284476

ATTN: Jay- Yellowstone County
PROJECT: Traffic Control Signage in Sundance Sub (RSID 861M-Signage)
DATE: 9/29/2026

Bid Item
Mobilization
Taxes, Bonds, & Insurance
Traffic Control
R1-1 (30"x30")
R2-1 (18"x24") - 25 MPH
R2-5bp
Solar power, radar speed feedback sign
Sign post and base, including concrete
Street sign relocation
Sign post

Sign Price Includes:

- * Labor
- * Posts, Anchors and Signs
- * Concrete
- * Installation per City Specifications

Sign Price Does Not Include:

- * Coring of concrete or any removal of any concrete or asphalt required to install signs
Coring of concrete will be an additional \$100.00 per sign and cutting of asphalt will be an additional \$80.00.
- * Reinforcing Steel
- * Staking of signs, unless otherwise agreed
- ** Quoted price is good for 1 Year from quote creation

PLEASE ALLOW 14 DAYS ADVANCED NOTICE FOR SCHEDULING SIGN INSTALLS

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT. PLEASE CALL WITH ANY QUESTIONS.

Chance Lujan

Prices Subject to Change after 90 Days



Unit	Qty	Price	Total
LS	1	\$ 300.00	\$300.00
LS	1	\$ 480.00	\$480.00
LS	1	\$ 400.00	\$400.00
Each	2	\$ 100.00	\$200.00
Each	5	\$ 85.00	\$425.00
Each	3	\$ 85.00	\$255.00
Each	2	\$ 4,030.00	\$8,060.00
Each	5	\$ 350.00	\$1,750.00
Each	2	\$ 290.00	\$580.00
Each	2	\$ 100.00	\$200.00
Total			\$12,650.00

Prices Subject to Change after 90 Days

Jay Anderson

From: Jay Anderson
Sent: Thursday, September 24, 2026 4:54 PM
Cc: Monica Plecker; Gregg Morgan
Subject: RE: Yellowstone County Public Works - Quote Solicitation for Traffic Control Signage

All –

Bid item for sign post and base, including concrete is revised from 5 SY to 5 EA. The intent of this bid item is to pay for the posts and bases to be installed for three speed limit and neighborhood signs, and two radar feedback signs. The stop signs are to be added to the existing street signs, and paid for as relocation. If the posts do not provide adequate height, the relocations will not be paid and the sign post bid items will be utilized.

Final staking to be provided by Yellowstone County.

Please denote the bid item unit change on your submitted bid form prior to submittal.

Thank you,

Jay D. Anderson, PE
Deputy Public Works Director
Yellowstone County
(406) 254-7926

From: Jay Anderson
Sent: Tuesday, September 22, 2026 4:14 PM
Cc: Monica Plecker <mplecker@yellowstonecountymt.gov>; Gregg Morgan <gmorgan@yellowstonecountymt.gov>
Subject: Yellowstone County Public Works - Quote Solicitation for Traffic Control Signage

To whom it may concern –

Yellowstone County Public Works intends to quote a project for the installation of certain traffic control signage within Sundance Subdivision in Billings west end.

Please review the attached solicitation. If interested, please return a complete bid form sheet, within the solicitation attached, to me no later than Thursday, October 1, 2026, by 5:00 PM.

Please reach out with any questions. Questions will be answered in responses to this email chain.

Jay D. Anderson, PE
Deputy Public Works Director
Yellowstone County
2825 3rd Avenue North, Room 600
Billings, MT 59101
(406) 254-7926

**** Please note that Yellowstone County Public Works is now located on the 6th floor of the Ostlund Building at 2825 3rd Avenue North.**

September 22, 2026

Yellowstone County is currently soliciting price quotations for:

Traffic Control Signage in Sundance Subdivision (RSID 861M)

The project is in the Sundance Subdivision, east of 48th Street West and north of Central Avenue in Billings, Montana. A Scope of Work is attached. In general, the work includes procurement and installation of speed limit signs, neighborhood signs, posts, and bases; solar powered radar speed feedback signs, posts, and bases; stop signs, posts, and bases, and the relocation of street name signs.

All quotations must be labeled 'RSID 861M - Signage' and submitted to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107 or delivered to Yellowstone County Public Works, Room 608 in the John V. Ostlund Building, 2825 3rd Avenue North, Billings, MT 59101 or e-mailed to janderson@yellowstonecountymt.gov. Bids shall be received by Yellowstone County Public Works **no later than 5:00 p.m., Thursday, October 1, 2026**. Quotes received after the date and time listed above will not be considered.

The selected contractor will be required to provide a copy of their workers compensation coverage and general liability insurance. Payment and performance bonds are not required. Contract amounts less than \$25,000 do not require Montana Prevailing Wage Rates. Refer to the sample contract within this solicitation for additional information.

All Work shall be completed in accordance with this scope of work, specifications included, MUTCD, MPWSS and as revised by the 2021 City of Billings modifications, County Road Policy, and the requirements specified within.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications 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 persons performing under the contract.

If you have any questions concerning this project, please contact Jay Anderson at the Yellowstone County Public Works Department at (406)-254-7926 or janderson@yellowstonecountymt.gov

Yellowstone County reserves the right to reject any or all quotes received and to accept the quote that best serves the interests of Yellowstone County.

Thank you,

Jay D. Anderson
Deputy Public Works Director
Yellowstone County

Traffic Control Signage in Sundance Subdivision (RSID 861M)

Scope of Work & Specifications

The scope of work includes but is not limited to the following:

- Procurement and installation of two (2) "Stop" signs (R1-1, 30"x30")
 - Use existing street signpost and base if adequate height exists to house "Stop" sign.
 - Install new posts in existing bases as required.
- Procurement and installation of two (2) solar power radar speed feedback signs, posts, and bases
 - Speed signs shall meet the following specs:
 - MUTCD compliant & Made in USA
 - High Visibility Sheeting – Yellow
 - NEMA 3R rated enclosure
 - Amber Color LEDs, minimum 100,000 hour rating
 - TOO FAST speed-triggered message
 - 18"x24" with minimum 9" characters
 - Viewable up to 450-ft
 - Bluetooth capable
 - Radar detection up to 400-ft
 - Solar Powered
 - Northern climate solar capable
- Procurement and installation of five (5) "25 MPH" speed signs (R2-1, 18"x24")
 - Install one (1) speed limit sign above each radar speed feedback sign
 - New posts and bases
- Procurement and installation of three (3) "Neighborhood" Signs (R2-5bP)
 - Install below speed limit signs at locations shown on plan
- Prices shall include all labor, equipment, excavations, and tools necessary for installations.
- Landscape restoration shall be performed meticulously.
 - Work is considered incidental to other items.
- Coordination with Yellowstone County Public Works.
 - Work is considered incidental to other items.

Contract Time

Work shall be completed within 15 working days following Notice to Proceed. The Contractor may elect the begin date but shall be substantially complete no later than November 15, 2026.

Traffic Control

All work should be performed outside of the roadway. Shoulder closures may be required.

Specifications

All work should be performed in accordance with the latest versions of MUTCD and City of Billings Standard Modifications and Drawings.

R2-1, 18"x24", 25-MPH, R2-5bP

R1-1, 30"x30", Reinstall Street Signs, New post in existing base if required

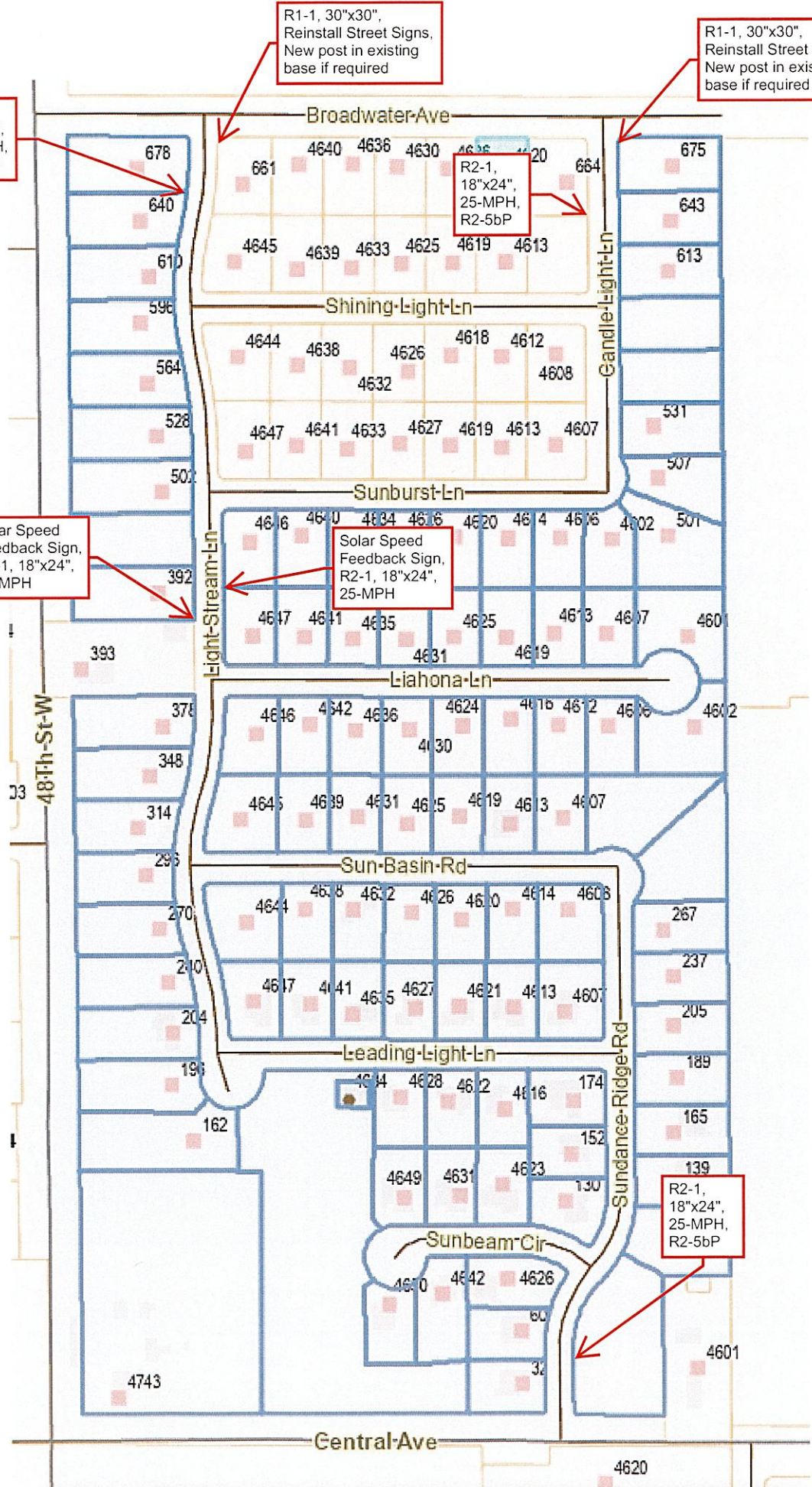
R1-1, 30"x30", Reinstall Street Signs, New post in existing base if required

R2-1, 18"x24", 25-MPH, R2-5bP

Solar Speed Feedback Sign, R2-1, 18"x24", 25-MPH

Solar Speed Feedback Sign, R2-1, 18"x24", 25-MPH

R2-1, 18"x24", 25-MPH, R2-5bP



Traffic Control Signage in Sundance Subdivision (RSID 861M)
INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

Comprehensive General Liability

A.	Per occurrence	\$1,000,000
B.	General aggregate	\$2,000,000

Personal Injury

A.	Per occurrence	\$1,000,000
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Worker's Compensation

A.	State	Statutory
B.	Federal	Statutory
C.	Employer's Liability	\$500,000

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the plans, specifications, and sample contract.
2. Have made yourself familiar with any State laws that pertain to the bid.
3. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
4. Addressed and mailed or delivered your quotation to be received at the correct address by the time and date indicated.

Traffic Control Signage in Sundance Subdivision (RSID 861M)
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid

*Bid price should include guarantee of work

Bid Item	Qty	Unit	Unit Price	Total
Mobilization	1	LS		
Taxes, Bonds, & Insurance	1	LS		
Traffic Control	1	LS		
R1-1 (30" x 30")	2	EA		
R2-1 (18"x24") – 25 MPH	5	EA		
R2-5bP	3	EA		
Solar power, radar speed feedback sign	2	EA		
Sign post and base, including concrete	5	SY		
Street Sign relocation	2	EA		
Sign post	2	EA		

Total Quote Price: \$ _____
(dollar)

Total Quote Price: _____
(numerical)

Company Name

Telephone and Fax Number

Authorized Representative

Contractor Number (if applicable)

Mailing Address

Date

City, State and Zip Code



KERNINC-02

AGUDELLI3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 979004 HUB International Mountain States Limited 3545 Gabel Road Unit 3 Billings, MT 59102	CONTACT NAME: Hallie Belcourt PHONE (A/C, No, Ext): (406) 371-8432 FAX (A/C, No): (406) 652-7838 E-MAIL ADDRESS: hallie.belcourt@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Montana State Fund INSURER C: Starstone Specialty Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 10677 44776

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EPP0767053	1/2/2026	4/10/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	EPP0767053	1/2/2026	4/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			EPP0767053	1/2/2026	4/10/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X 036160733	4/10/2026	4/10/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			EPP0767053	1/2/2026	4/10/2027	Lease/Rented Equip 75,000
C	Commercial Umbrella			CSX90989054P	1/2/2026	4/10/2027	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Traffic Control Signage in Sundance Sub (RSID 861M-Signage).

For General Liability, the following forms apply:

GA472 05/09

CG001 04/13

GA233 06/23

CG2503 05/09

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County
2825 3rd Avenue North, Room 600
Billings, MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Mountain States Limited	License # 979004	NAMED INSURED Kernow Inc. dba Billings Construction Supply 5514 King Ave. E Billings, MT 59101-4641
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
For Auto, the following forms apply:
AA288 01/24

For Work Comp, the following forms apply:
NC300 Rev 4/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(k) Cyber

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

- 1) "Computer attack";
- 2) "Network security incident";
- 3) "Privacy violation"; or
- 4) Fraudulent communication that impersonates

any person or organization that results in the transfer of funds or other property regardless of the medium or technique used.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:
 - (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
 - (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;

- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced

by the amount of this deductible.

- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:
 - 2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim.

To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which

this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Biometric information" means any:

- a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
 - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.
- 3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 4. "Computer attack" means:
 - a. Unauthorized access or authorized access for an unauthorized purpose;
 - b. A "malware attack"; or
 - c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.
- 5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.
- 6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
- 7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- 8. "Malware attack" means an attack that damages a computer, computer system or

network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:
- a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
 - b. The abetting of a "denial of service attack" against one or more other systems;
 - c. The loss, release or disclosure of data;
 - d. The inability to access a computer system;
 - e. The unauthorized access to a computer system.
10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:
- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited

to, "biometric information"; or

- b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California, Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

- (2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or

latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;
- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or

- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

- a.** While rented to you, or temporarily occupied by you with permission of the owner;
- b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c.** In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a.** Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b.** Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured:**

- (1)** Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i)** Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required

per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:

- 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2)** Any express warranty unauthorized by you;

- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. How-

ever, this exclusion does not apply to:

- a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or
- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:
 - (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to pro-

vide for such additional insured; and

- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a

written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **2.j**. Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement fix the most we will

pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B**. Limits Of Insurance, **9**. Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV** - Commercial General Liability Conditions, **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their

employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a.** The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b.** The aircraft is rented with a trained, paid crew; and
- c.** The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3.** "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental an-

guish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

- 2.** Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a)** We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1)** Damage is caused by you; or
- 2)** Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Proper-

ty Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and**
- 2) The "property damage" occurs during the policy period.**

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2. Exclusions**, except for **j. Damage To Property**, Paragraphs **(3), (4), (5)** and **(6), k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

- 13. "Occurrence"** means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".
- 17. "Property damage"** means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

- (1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Paragraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.**

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.**

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B.**

Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;
- (b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;
- because of all "property damage" arising out of any one "occurrence".
- (3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".
- (4) **Deductible Clause**
- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence"

which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph (2) under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1.** Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2.** Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "accident";
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph (1) above; or
- (3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:
 3. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.



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KERNOW INC
5514 KING AVE E
BILLINGS MT 59101

Policy #: 03-616073-3
Team: Premier
Date: 04/08/2026

Policy Period: 04/10/2026 - 04/10/2027
Effective Date of Endorsement: 04/10/2026 - 04/10/2027

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.

Blanket Waiver of Subrogation Fee: \$200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: DREW LEVEAUX