

**OFFICIAL AGENDA**  
**TUESDAY January 14, 2025**  
**Meeting Start Time: 9:00 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Stillwater Building**  
**316 N. 26th Street, Room 3108**  
**Billings, MT**  
**8:45 a.m. Agenda Setting**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**9:00 a.m. PRESENTATION**

Swearing in New Sheriff's Deputies - Deputy James Waller, Deputy Kyra Dolbeare, Deputy Nathan Schug and Deputy Steven Caton

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

1. **METRA PARK**

Update - Facilities

2. **COMMISSIONERS**

Resolution 25-06 to Cancel the BOCC Meeting for Tuesday February 25, 2025

**CLAIMS**

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**CONSENT AGENDA**

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1. **CLERK AND RECORDER**

Sparks Industrial Park Subdivision and the S.I.A.

2. **COMMISSIONERS**

- a. Board Appointment - Monica Plecker to Lockwood TEDD
- b. Board Appointments - Turk Stovall & Vincent Mistretta to Big Sky Economic Development Authority Board
- c. Regrets Letters - Joshua Jackson & Shawn Cox-Mistretta

3. **FINANCE**

- a. Disposition of Assets Miscellaneous Equipment
- b. YCDF Short Term Holding Contract Amendment with Schutz Foss Architects
- c. Resolution No. 25-03 to Create RSID 911M Sparks Industrial Parks Subdivision - Road
- d. Resolution No. 25-04 to Create RSID 912M Sparks Industrial Parks Subdivision - Dry Hydrant

- e. United Way Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0
  - f. Community Crisis Center (CCC) Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0
  - g. Billings Community Foundation (BCF) Fiscal Agent for Substance Abuse Connect (SAC) Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0
4. **METRA PARK**
- a. Metra Trust Check Log for November 2024
  - b. Metra Trust Check Log for December 2024
5. **PUBLIC WORKS**
- a. Recommendation of Award for Asphalt Overlay Project I to Knife River
  - b. Recommendation of Award for Asphalt Overlay Project II to Knife River
6. **SHERIFF**
- YCSO-MDT Grant Funding Agreement
7. **HUMAN RESOURCES**
- PERSONNEL ACTION REPORTS - Detention Facility - 2 Appointments; County Attorney - 1 Appointment; Sheriff's Office - 1 Appointment, 1 Termination; Youth Services Center - 1 Termination**

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**FILE ITEMS**

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- 1. **AUDITOR**  
Payroll Audit December 16 to December 31, 2024
- 2. **CLERK OF DISTRICT COURT**  
Checks and Disbursements for December 2024
- 3. **COMMISSIONERS**  
2025 Benefit Report Letter
- 4. **FINANCE**  
Detailed Cash Investment Report for December 2024
- 5. **HUMAN RESOURCES**  
December 16 - December 31 Payroll Audit

**PUBLIC COMMENTS ON COUNTY BUSINESS**



B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Swearing in New Sheriff's Deputies

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Swearing in New Sheriff's Deputies - Deputy James Waller, Deputy Kyra Dolbeare, Deputy Nathan Schug and Deputy Steven Caton

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

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B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Update Facilities

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Update - Facilities

BACKGROUND:

N/A

RECOMMENDED ACTION:

Update.

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B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Res to Cancel the February 25, 2025 Board Meeting

Submitted By: Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 25-06 to Cancel the BOCC Meeting for Tuesday February 25, 2025

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Resolution to Cancel BOCC Meeting in February

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**RESOLUTION NO. 25 - 06**

***Canceling a Meeting Date of the Board of County Commissioners***

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

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

WHEREAS, The Board will not be able to convene for the meeting set for Tuesday, February 25, 2025 and the Board of County Commissioners wish to cancel the meeting set for that date;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall cancel the meeting of Tuesday February 25, 2025.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 14<sup>th</sup> day of January, 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chairman

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
John Ostlund, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Sparks Industrial Park Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

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TOPIC:

Sparks Industrial Park Subdivision and the S.I.A.

BACKGROUND:

Reviewed.

RECOMMENDED ACTION:

Approve.

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Attachments

SIA Sparks Industrial

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**SUBDIVISION IMPROVEMENTS AGREEMENT  
SPARKS INDUSTRIAL PARK SUBDIVISION**

**Table of Contents  
Yellowstone County**

I. VARIANCES..... 2

II. CONDITIONS THAT RUN WITH THE LAND..... 3

III. TRANSPORTATION..... 4

    A. Streets..... 4

    B. Sidewalks ..... 4

    C. Street Lighting..... 4

    D. Traffic Control Devices ..... 5

    E. Access ..... 5

    F. Billings Area Bikeway and Trail Master Plan (BABTMP) ..... 5

    G. Public Transit ..... 5

IV. EMERGENCY SERVICES..... 5

V. STORM DRAINAGE..... 5

VI. UTILITIES..... 5

    A. Water..... 5

    B. Sanitary Sewer ..... 6

    C. Power, Telephone, Gas, and Cable Television ..... 6

VII. PARKS/OPEN SPACE..... 6

VIII. IRRIGATION ..... 6

IX. WEED MANAGEMENT ..... 6

X. SOILS/GEOTECHNICAL STUDY ..... 7

XI. PHASING OF IMPROVEMENTS..... 7

XII. FINANCIAL GUARANTEES ..... 7

XIII. LEGAL PROVISIONS..... 7

# SUBDIVISION IMPROVEMENTS AGREEMENT

## Sparks Industrial Park Subdivision

This agreement is made and entered into this 19 day of Dec, 2024, by and between *SAMM, LLC*, whose address for the purpose of this agreement is **2225 S 54<sup>th</sup> St W, Billings, Montana 59106**, hereinafter referred to as “Subdivider,” and **YELLOWSTONE COUNTY**, hereinafter referred to as “County.”

### WITNESSETH:

**WHEREAS**, the plat of *Sparks Industrial Park Subdivision*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on the 29th day of October 2024 the Board of County Commissioners (BOCC) conditionally approved a preliminary plat of *Sparks Industrial Park Subdivision*; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Sparks Industrial Park Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

## I. VARIANCES

No variances are requested as part of the subdivision application.

## **II. CONDITIONS THAT RUN WITH THE LAND**

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the Rural Special Improvement District or districts (RSID) which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. Lot owners or their agents will obtain an Access Permit from County Public Works prior to any construction for the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has



been installed and locating the access in an approved location at the lot owners' expense.

### **III. TRANSPORTATION**

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County

#### **A. Streets**

- The property has access to the South Frontage Road.
- South Frontage Road is a state-owned road with a paved surface approximately 32 feet in width.
- New public roads will be constructed as part of this subdivision to county road standards. The newly constructed roads will be maintained by the creation of an RSID. A private driveway will serve Lots 3 and 5 and will be provided an easement. This private driveway easement will be expunged upon future subdivision filings to provide access to additional lots.
- Approach permits will be obtained for new approaches at time of construction in accordance to Yellowstone County Public Works standards.

#### **B. Sidewalks**

- Sidewalks will be installed on both sides of the road in accordance with Yellowstone County requirements. Crosswalks will be completed after the plat has been filed and a bond has been submitted to ensure completion thereof.

#### **C. Street Lighting**

- No streetlights will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

#### **D. Traffic Control Devices**

- Traffic control devices, if required, will be provided by the subdivider in accordance with the specifications of the County Public Works and the local Fire Department.

#### **E. Access**

- Access to the subdivision will be from South Frontage.

**F. Billings Area Bikeway and Trail Master Plan (BABTMP)**

- The BABTMP shows South Frontage Road as an area for future bike lanes, to be constructed with the road is built or widened.

**G. Public Transit**

- No public transportation systems will be created or expanded as part of this subdivision. This area is not on a Billings MET transit route.

**IV. EMERGENCY SERVICES**

- The subdivision is located within the Billings Fire Department service area.
- The Billings Fire Department will be invited to inspect the dry hydrant proposed within the subdivision, to be located on the north side of the subdivision. The dry hydrant will be maintained through an RSID.

**V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations.

**VI. UTILITIES**

**A. Water**

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the Yellowstone County Health Department.

- The Subdivision water is proposed to be supplied by individual wells located on the lot which it serves.
- Wells shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.

**B. Sanitary Sewer**

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all sanitary sewer systems must obtain approval by the Yellowstone County Health Department.

- The Subdivision is proposed to have individual septic and drainfield systems on each lot.
- The system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.

**C. Power, Telephone, Gas, and Cable Television**

- Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

**VII. PARKS/OPEN SPACE**

There is no parkland dedication requirement for first minor subdivisions or non-residential subdivisions (MCA 76-3-621(3)(b) and (e)).

**VIII. IRRIGATION**

There are no known water rights associated with the property.

**IX. WEED MANAGEMENT**

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

**X. SOILS/GEOTECHNICAL STUDY**

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Unit owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**XI. PHASING OF IMPROVEMENTS**

There is no intended phasing of improvements. Utilities will be constructed at the time of development.

## **XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations).

## **XIII. LEGAL PROVISIONS**

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

*SAMM, LLC*

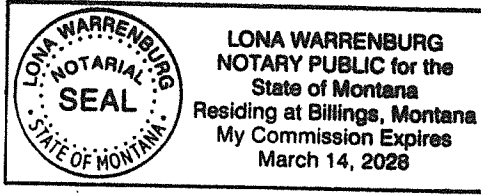
By: Samuel D. Sparks

Its: President

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this 1st day of December, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Samuel D. Sparks, known to me to be the President of SAMM, LLC, the person who executed the forgoing instrument and acknowledged to me that they 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: Lona Warrenburg

Residing at: Billings

My commission expires: March 14, 2028

*Lona Warrenburg*

This agreement is hereby approved and accepted by Yellowstone County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“COUNTY”  
COUNTY OF YELLOWSTONE  
MONTANA

County of Yellowstone  
Board of County Commissioners

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
County Clerk and Recorder

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 \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider 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 the Yellowstone County may require for a period of twenty years from the date of this document's recording.

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:

*Sparks Industrial Park Subdivision*

Signed and dated this 19 day of Dec, 2024.

“SUBDIVIDER”

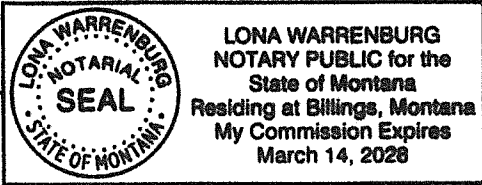
SAMM, LLC

By: Samuel D. Sparks  
Its: President

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this 19<sup>th</sup> day of December, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Samuel D. Sparks, known to me to be the President of SAMM, LLC, the person who executed the forgoing instrument and acknowledged to me that they 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: Lona Warrenburg  
Residing at: Billings  
My commission expires: March 14, 2028  
Lona Warrenburg



B.O.C.C. Regular

2. a.

Meeting Date: 01/14/2025

Title: Board Appointment

Submitted By: Erika Guy

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**TOPIC:**

Board Appointment - Monica Plecker to Lockwood TEDD

**BACKGROUND:**

Monica will replace Tim Miller on this board.

**RECOMMENDED ACTION:**

Sign and Mail

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**Attachments**

Monica Plecker

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# Yellowstone County



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

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

January 14, 2025

Ms. Monica Plecker  
Po Box 35024  
Billings, MT 59107

RE: Appointment as Staff Representative to Lockwood TEDD Advisory Board

Dear Ms. Plecker,

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Mark Morse, Chair

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Michael J. Waters, Member

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John Ostlund, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Thom MacLean, 201 N Broadway, Billings, MT 59101

B.O.C.C. Regular

2. b.

Meeting Date: 01/14/2025

Title: Board Appointments - Turk Stovall & Vincent Mistretta to Big Sky Economic Development Authority Board

Submitted By: Erika Guy

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**TOPIC:**

Board Appointments - Turk Stovall & Vincent Mistretta to Big Sky Economic Development Authority Board

**BACKGROUND:**

See Attachments

**RECOMMENDED ACTION:**

Sign and Mail

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**Attachments**

Vince Mistretta

Turk Stovall

---

# Yellowstone County



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

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

January 14, 2025

Mr. Vincent Mistretta  
2040 Gleneagles Blvd  
Billings, MT 59105

RE: Big Sky Economic Development Authority Board

Dear Mr. Mistretta,

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Mark Morse, Chair

---

Michael J. Waters, Member

---

John Ostlund, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Steve Arveschoug, 201 N Broadway, Billings, MT 59101

# Yellowstone County



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

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

January 14, 2025

Mr. Turk Stovall  
8325 Pryor Road  
Billings, MT 59101

RE: Big Sky Economic Development Authority Board

Dear Mr. Stovall,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to December 31, 2029.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Mark Morse, Chair

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Michael J. Waters, Member

---

John Ostlund, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Steve Arveschoug, 201 N Broadway, Billings, MT 59101

B.O.C.C. Regular

2. c.

Meeting Date: 01/14/2025

Title: Regrets Letters

Submitted By: Erika Guy

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TOPIC:

Regrets Letters - Joshua Jackson & Shawn Cox-Mistretta

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Sign and Mail

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Attachments

Joshua Jackson

Shawn Cox-Mistretta

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# Yellowstone County



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

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

January 14, 2025

Mr. Joshua Jackson  
201 N. Broadway STE 7C  
Billings, MT 59101

Dear Mr. Jackson,

Thank you for your application for the opening on the Big Sky Economic Development Authority Board. There were several good candidates and, as always, the decision was a difficult one. We are notifying you that we have selected another candidate to serve on this board.

Your application will remain on file for a period of six (6) months from the date of this letter, and should another vacancy occur on this board in that time, your application will be reconsidered.

We do have other county boards and would like to encourage you to consider applying for them. Board openings and applications are posted on our website at [www.yellowstonecountymt.gov](http://www.yellowstonecountymt.gov).

Again, thank you very much for your interest in community service for Yellowstone County.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

---

Mark Morse, Chairman

---

Michael J. Waters, Member

---

John Ostlund, Member

BOCC/eg

cc: Board Clerk – Clerk & Recorders

# Yellowstone County

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

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

January 14, 2025

Ms. Shawn Cox-Mistretta  
2040 Gleneagles Blvd  
Billings, MT 59105

Dear Ms. Cox-Mistretta,

Thank you for your application for the opening on the Big Sky Economic Development Authority Board. There were several good candidates and, as always, the decision was a difficult one. We are notifying you that we have selected another candidate to serve on this board.

Your application will remain on file for a period of six (6) months from the date of this letter, and should another vacancy occur on this board in that time, your application will be reconsidered.

We do have other county boards and would like to encourage you to consider applying for them. Board openings and applications are posted on our website at [www.yellowstonecountymt.gov](http://www.yellowstonecountymt.gov).

Again, thank you very much for your interest in community service for Yellowstone County.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

---

Mark Morse, Chairman

---

Michael J. Waters, Member

---

John Ostlund, Member

BOCC/eg

cc: Board Clerk – Clerk & Records



B.O.C.C. Regular

3. a.

Meeting Date: 01/14/2025

Title: Disposition of Assets Miscellaneous Equipment

Submitted For: Juli Bjernebo

Submitted By: Juli Bjernebo

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**TOPIC:**

Disposition of Assets Miscellaneous Equipment

**BACKGROUND:**

The Finance Department is requesting Commissioners approval to dispose of/recycle miscellaneous equipment consisting of outdated computers, monitors, copiers, scanners, various other electronic equipment and end of life equipment from various departments that are beyond economical repair. Most equipment is recycled rather than hauled to the landfill. The I.T. Department inspects and removes hard drives and wipes any memory from computers and copiers.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**

Disposition of Assets

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<b>Asset #</b>	<b>Description</b>	<b>Serial Number</b>
41072	US MICRO	8082619
40756	US MICRO	8081680
40794	Dell Precision 3520	2JH60N2
40481	Lenovo ThinkPad P550	R90KTGFC
40947	Dell Latitude 3590	G56M9S2
40820	Dell OptiPlex 7050	2DT1DP2
40822	Dell OptiPlex 7050	2DT0DP2
40933	Dell OptiPlex 3050	9PN71S2
41856	Dell OptiPlex 3080	H5QZM83
41110	Dell OptiPlex 7050	1K54DS2
40506	US Micro Nuc	GERY631009EC
40858	Dell OptiPlex 7050	7JST0Q2
40371	US Micro Nuc	GERY53300B2Q
41022	Lexmark CS410dn Printer	502728945F83T
40984	Dell P2419H Monitor	426NBR2
38875	ViewSonic Monitor	S4Z114934127
40350	Acer Monitor V226WL	52901097985
38421	HP Laserjet P3015	VNBC9BT057
40332	US Micro Nuc	8078376
40724	US Micro Nuc	8081413
40409	US Micro Nuc	8078959
40414	Lenovo ThinkPad	R90H3ZIG
40344	Lenovo ThinkPad	R90GVCLE
40834	Dell Precision 3520	DFOMVP2
40412	Lenovo ThinkPad W541	R90H3Z2M
40702	Dell Precision 3520	BJ93GH2
40335	Acer Monitor V226WL	52800545385
38395	Acer Monitor V226WL	ETLC3081370110BD254275
37883	Fujitsu fi-5530-C	004579
41098	Dell Optiplex 7060	BBG8BT2
41031	DELL Precision 3520	JJ93GH2
40473	Dell Latitude 7350	40RCS72
40096	Acer Monitor V226WL	MMLXTAA002506006C78500
38486	Acer Monitor V223W	ETLC308137029004144248
41065	US Micro Nuc	8080273
40846	Dell OptiPlex 7050	7YQF0Q2
20750-20860	100 Aluminum Ballot Boxes	
40385	Acer 22 LED Monitor	MMLXTAA002545109018500
38713	Acer V223W	ETLC3081371030F04F420A
40666	US Micro Nuc	8081001
41238	Lenovo ThinkPad T580 Laptop	R9-0TQ1NH
38576	Panasonic Arbitrator Model AG-CPD20	J0TAA0275
40938	Dell Optiplex 3050	9PN61S2

Asset #	Description	Serial Number
40742	US Micro Nuc	8081604
N/A	Asus Monitor	D1LMTF114258
40932	Dell Optiplex 6050	9PN81S2
41035	Dell Laptop 3510 XCTO Precision	8G3MK72
42999	Lenovo ThinkPad P50s 20FL	R90MCBPB
41025	Dell Latitude E5570	JXBMJC2
41555	Dell Precision 3541	3CF6ZY2
29080	Cart	
n/a	Automark Vote Booths - 20	
30920	Konica Minolta 20 scanner printer fax	A32R012001825
40078	HP Laserjet M401n	PHGDB52395
39952	HP LaserJet 500 Color M551	CND CG631Y5
40817	Kyocera 5052ci MFC	W2H8207023
41133	Lenovo T580-0SPF6G	T580-0SPF6G
40811	Dell OptiPleax 7050 XCTO	7V95CP2

B.O.C.C. Regular

3. b.

Meeting Date: 01/14/2025

Title: YCDF Short Term Holding Contract Amendment

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

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**TOPIC:**

YCDF Short Term Holding Contract Amendment with Schutz Foss Architects

**BACKGROUND:**

Additional design services required from Schutz Foss Architects for emergency generator system and fire alarm system. Total compensation adjustment: \$7,200.

**RECOMMENDED ACTION:**

Sign and return a copy to finance.

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**Attachments**

YCDF Contract Amendment - Schutz Foss

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# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
YCDF Short Term Hold Addition  
Billings, MT  
SFA Project No. 2403

**AGREEMENT INFORMATION:**  
Date: 8/21/2024

**AMENDMENT INFORMATION:**  
Amendment Number: 1  
Date: 12/30/2024

**OWNER:** *(name and address)*  
Yellowstone County Board of County  
Commissioners  
PO Box 35000  
Billings, MT 59107

**ARCHITECT:** *(name and address)*  
Schutz Foss Architects, P.C.  
3030 4th Ave. N.  
Billings, MT 59101

The Owner and Architect amend the Agreement as follows:

1. Additional design for the emergency generator system: \$5,440.00.
2. Additional design for the fire alarm system: \$1,760.00.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$7,200.00

Schedule Adjustment:  
N/A

### SIGNATURES:

Schutz Foss Architects, P.C.

Yellowstone County Board of County  
Commissioners

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Kyle Gillette, Project Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

12-30-24  
DATE

DATE

B.O.C.C. Regular

3. c.

Meeting Date: 01/14/2025

Title: Resolution No. 25-03 to Create RSID 911M Sparks Industrial Park Subdivision - Road

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

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**TOPIC:**

Resolution No. 25-03 to Create RSID 911M Sparks Industrial Parks Subdivision - Road

**BACKGROUND:**

Resolution No. 25-03 to Create RSID 911M Sparks Industrial Parks Subdivision - Road

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Resolution to Create RSID 911M

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**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-03

**Resolution to Create Yellowstone County Rural Special Improvement District No. 911M  
To Maintain the Roads in Sparks Industrial Park Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Sam Sparks of SMM LLC to create a rural special improvement district to maintain the roads constructed and dedicated to the public in Sparks Industrial Park Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required Sam Sparks of SMM, LLC to construct and dedicate the roads to the public and create a district to maintain the portion in Sparks Industrial Park Subdivision. SMM, LLC owns all properties within the proposed district and has consented to the creation of the district. Because Sam Sparks has consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

**District Summary**

District Name:	Yellowstone County Rural Special Improvement District No. 911M
District Location:	Sparks Industrial Park Subdivision
District Parcels:	5 lots, Sparks Industrial Park Subdivision
District Activities:	Maintain Public Roads in Subdivision
District Costs:	\$388 Estimated Cost per lot per year for 5 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$1,940 Annual District Assessment, Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 911M to maintain the roads in Sparks Industrial Park Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2025 tax statement.

Passed and Adopted on the 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chair

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
John Ostlund, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

### **Petition to Create Special Improvement District for Sparks Industrial Park Subdivision – Dry Hydrant**

On December 11, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of Sparks Industrial Park Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Sparks Industrial Park Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for Sparks Industrial Park Subdivision – Roads**

On December 11, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of Sparks Industrial Park Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Sparks Industrial Park Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (maintenance, weed control, snowplowing), the cost to maintain the infrastructure (\$840), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

The County may want to include Tract 1 of Certificate of Survey No. 3857 in the district. The road appears to benefit the parcel. It seems to be the only way to the parcel.







## EXHIBIT C

### ESTIMATED ANNUAL MAINTENANCE COST

#### FALL MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

#### WINTER MAINTENANCE:

Activity	Estimated Cost
Snowplowing	\$400 (\$80/lot)
	\$

#### SPRING MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

#### SUMMER MAINTENANCE:

Activity	Estimated Cost
Road Maintenance (Chip Sealing, etc)	\$1,500 (\$300/lot)
Mowing/Weed Control	\$40 (\$8/lot)

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$1,940.00 (\$388/lot)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount  
\$388 per lot, per year. Total from subdivision: \$1,940/year. \_

Front Footage

Other (Describe)

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EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT  
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. SAMM LLC (Sam Sparks) (Chairman)

(406) 281-0329

Printed Name

Sam Sparks  
Signature

2. \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

3. \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

4. \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

5. \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature



**SUBDIVISION**

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Guarantee/Certificate Number:

**3523240286**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

Forrest Mandeville Consulting, its successors and/or assigns as their respective interests may appear.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**LIABILITY EXCLUSIONS AND LIMITATIONS**

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Chicago Title Company, LLC**  
1575 Shiloh Rd, Suite J  
Billings, MT 59106

Countersigned By:

Joyce Bondurant  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com

**SCHEDULE A**

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: November 6, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of Southwest and Southeast, of Section 27, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 3857, on file in the office of the Clerk and Recorder of said County, under Document No. [4063353](#).

Title to said real property is vested in:

SAMM, LLC, a Montana limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**



**SCHEDULE B**

A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.

F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

**SPECIAL EXCEPTIONS:****1. General Taxes for the year 2024**

1st Half: \$81.51, PAID

2nd Half: \$81.51, DUE and will become delinquent after May 31, 2024

Tax ID No.: [D00907](#)

**2. Exception Removed Intentionally.****3. Agricultural Classification of Lands**

Recording Date: January 15, 1974

Recording No.: 952717

**SCHEDULE B**  
(continued)

4. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Gallatin Natural Gas Company  
Recording Date: April 20, 1922  
Recording No.: Book 81 Page 47  
  
and Assignment  
  
Recording Date: October 5, 1936  
Recording No.: Document No. [313227](#)
5. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Nellie H. Barbe  
Recording Date: January 27, 1927  
Recording No.: [211197](#) Book 130
6. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Yellowstone Valley Electrification Association  
Recording Date: March 7, 1939  
Recording No.: [336119, Book 210](#)
7. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Gallatin Natural Gas Company  
Recording Date: April 20, 1922  
Recording No.: [159049, Book 81](#)
8. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Interstate Oil Pipe Line Company  
Recording Date: December 20, 1946  
Recording No.: [421404](#), Book 302
9. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Mountain Microwave Systems  
Recording Date: April 18, 1984  
Recording No.: [1304467](#)
10. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Williston Basin Interstate Pipeline Company  
Recording Date: January 20, 1987  
Recording No.: [1426410](#)
11. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3857. Reference is hereby made to the survey for more particulars.  
  
Recording No.: [4063353](#)

**SCHEDULE B**  
(continued)

12. Sanitary Restrictions imposed by the Department of Health and Environment Sciences

Recording Date: November 28, 2023

Recording No.: [4063354](#)

13. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063355](#)

14. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063356](#)

15. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063357](#)

16. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Northwestern Corporation, DBA Northwestern Energy, TDS Metrocom, LLC, TCT West, Inc., Montana Dakota Utilities Co. and Qwest DBA Century Link

Recording Date: January 10, 2024

Recording No.: [4065967](#)

17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**END OF SCHEDULE B**

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective July 1, 2024

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- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

B.O.C.C. Regular

3. d.

Meeting Date: 01/14/2025

Title: Resolution No. 25-04 to Create RSID 912M Sparks Industrial Parks Subdivision - Dry Hydrant

Submitted For: Lisa Sticka, Comptroller

Submitted By: Anna Ullom, Senior Accountant

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**TOPIC:**

Resolution No. 25-04 to Create RSID 912M Sparks Industrial Parks Subdivision - Dry Hydrant

**BACKGROUND:**

Resolution No. 25-04 to Create RSID 912M Sparks Industrial Parks Subdivision - Dry Hydrant

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Resolution to Create RSID 912M

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**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-04

**Resolution to Create Yellowstone County Rural Special Improvement District No. 912M  
To Maintain Dry Hydrant in Sparks Industrial Park Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Sam Sparks of SAMM, LLC to create a rural special improvement district to maintain the dry hydrant installed in Sparks Industrial Park Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required it to install a dry hydrant and create a district to maintain the dry hydrant. SAMM, LLC owns all properties within the proposed district and have consented to the creation of the district. Because Sam Sparks has consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

**District Summary**

District Name:	Yellowstone County Rural Special Improvement District No. 912M
District Location:	Sparks Industrial Park Subdivision. See Exhibit A
District Parcels:	5 parcels – Sparks Industrial Park Subdivision. See Exhibit B
District Activities:	Maintain Dry Hydrant in Subdivision
District Costs:	\$125.00 Estimated Cost per year, Subject to Change. See Exhibit C
District Assessment Method:	Per Parcel. See Exhibit D
District Assessment:	\$25.00 Annual Assessment Per Parcel Subject to Change
District Duration:	Indefinite

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 912M to maintain the dry hydrant in Sparks Industrial Park Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2025 tax statement.

Passed and Adopted on the 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chair

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
John Ostlund, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

### **Petition to Create Special Improvement District for Sparks Industrial Park Subdivision – Dry Hydrant**

On December 11, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of Sparks Industrial Park Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Sparks Industrial Park Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

### **Petition to Create Special Improvement District for Sparks Industrial Park Subdivision – Roads**

On December 11, 2024, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of Sparks Industrial Park Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Sparks Industrial Park Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (maintenance, weed control, snowplowing), the cost to maintain the infrastructure (\$840), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

The County may want to include Tract 1 of Certificate of Survey No. 3857 in the district. The road appears to benefit the parcel. It seems to be the only way to the parcel.





# EXHIBIT C

## ESTIMATED ANNUAL MAINTENANCE COST

### FALL MAINTENANCE:

Activity	Estimated Cost
Dry Hydrant Maintenance	\$125.00 (\$25.00/lot)
	\$

### WINTER MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

### SPRING MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

### SUMMER MAINTENANCE:

Activity	Estimated Cost
	\$
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$125.00 (\$25.00/lot)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount  
\$25.00 per lot, per year. Total from subdivision: \$125/year.

Front Footage

Other (Describe)

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EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT  
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. SAMM LLC (Sam Sparks) (Chairman)  
Printed Name

(406) 281-0329

Signature  SAMM, LLC

2. \_\_\_\_\_  
Printed Name

\_\_\_\_\_

Signature \_\_\_\_\_

3. \_\_\_\_\_  
Printed Name

\_\_\_\_\_

Signature \_\_\_\_\_

4. \_\_\_\_\_  
Printed Name

\_\_\_\_\_

Signature \_\_\_\_\_

5. \_\_\_\_\_  
Printed Name

\_\_\_\_\_

Signature \_\_\_\_\_







EXHIBIT G

SUBDIVISION

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Guarantee/Certificate Number:

3523240286

CHICAGO TITLE INSURANCE COMPANY  
a corporation, herein called the Company

GUARANTEES

Forrest Mandeville Consulting, its successors and/or assigns as their respective interests may appear.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company, LLC  
1575 Shiloh Rd, Suite J  
Billings, MT 59106

Countersigned By:

Joyce Bondurant  
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Trevor Styles Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3747 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Trevor.Styles@CTT.com

**SCHEDULE A**

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: November 6, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of Southwest and Southeast, of Section 27, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 3, of Certificate of Survey No. 3857, on file in the office of the Clerk and Recorder of said County, under Document No. [4063353](#).

Title to said real property is vested in:

SAMM, LLC, a Montana limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**SCHEDULE B**

A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.

F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

**SPECIAL EXCEPTIONS:****1. General Taxes for the year 2024**

1st Half: \$81.51, PAID

2nd Half: \$81.51, DUE and will become delinquent after May 31, 2024

Tax ID No.: [D00907](#)

**2. Exception Removed Intentionally.****3. Agricultural Classification of Lands**

Recording Date: January 15, 1974

Recording No.: 952717

**SCHEDULE B**  
(continued)

4. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Gallatin Natural Gas Company  
Recording Date: April 20, 1922  
Recording No.: Book 81 Page 47  
  
and Assignment  
  
Recording Date: October 5, 1936  
Recording No.: Document No. [313227](#)
5. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Nellie H. Barbe  
Recording Date: January 27, 1927  
Recording No.: [211197](#) Book 130
6. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Yellowstone Valley Electrification Association  
Recording Date: March 7, 1939  
Recording No.: [336119, Book 210](#)
7. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Gallatin Natural Gas Company  
Recording Date: April 20, 1922  
Recording No.: [159049, Book 81](#)
8. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Interstate Oil Pipe Line Company  
Recording Date: December 20, 1946  
Recording No.: [421404](#), Book 302
9. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Mountain Microwave Systems  
Recording Date: April 18, 1984  
Recording No.: [1304467](#)
10. Easement(s) and rights incidental thereto, as granted in a document::  
  
Granted to: Williston Basin Interstate Pipeline Company  
Recording Date: January 20, 1987  
Recording No.: [1426410](#)
11. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3857. Reference is hereby made to the survey for more particulars.  
  
Recording No.: [4063353](#)

**SCHEDULE B**  
(continued)

12. Sanitary Restrictions imposed by the Department of Health and Environment Sciences

Recording Date: November 28, 2023

Recording No.: [4063354](#)

13. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063355](#)

14. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063356](#)

15. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Owners

Recording Date: November 28, 2023

Recording No.: [4063357](#)

16. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Northwestern Corporation, DBA Northwestern Energy, TDS Metrocom, LLC, TCT West, Inc., Montana Dakota Utilities Co. and Qwest DBA Century Link

Recording Date: January 10, 2024

Recording No.: [4065967](#)

17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**END OF SCHEDULE B**

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.



### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

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### **Your Consent To This Privacy Notice; Notice Changes**

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Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

B.O.C.C. Regular

3. e.

Meeting Date: 01/14/2025

Title: Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P  
25-101-74048-0

Submitted For: Jennifer Jones, Finance Director Submitted By: Lisa Sticka, Comptroller

---

TOPIC:

United Way Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

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Attachments

United Way Sub-Grantee

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**SUB-GRANTEE AGREEMENT BETWEEN YELLOWSTONE COUNTY AND UNITED WAY OF  
YELLOWSTONE COUNTY**

**SERVICES PROVIDED FOR THE CRISIS DIVERSION IN MONTANA COMMUNITIES GRANT  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND YELLOWSTONE COUNTY  
TASK ORDER NUMBER HHS-BHDD-0114AP-P  
25-101-74048-0  
TO THE MASTER CONTRACT  
HHS-PHSD-00000499  
EFFECTIVE JULY 13, 2024 TO JUNE 30, 2027**

**SECTION 1. PARTIES**

This Task Order is entered into between the Yellowstone County, ("County"), 316 N 26<sup>th</sup> St #3401, Billings, Montana, 59101, Phone Number (406) 256-2701 and United Way of Yellowstone County ("Contractor"), Federal ID Number 81-0287507, 2173 Overland Ave., Billings, MT 59102, Phone Number (406) 272-8507 for the purpose of providing services for the State of Montana Department of Health and Human Services ("Department") Task Order Number HHS-BHDD-0114AP-P ;

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide strategic proposals to address the critical need for crisis diversion in Montana communities through funding requirements of the Crisis Diversion Grants program, formally known as the County and Tribal Matching Grant program.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through June 30, 2027.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services: Item #5 (United Way of Yellowstone County's portion of this item) of Attachment A on page 7.
- B. The Department agrees to do the following: To provide technical assistance regarding any contracted projects requested by the contractor.

**SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS**

- A. In consideration of the services provided through this Task Order, the County will pay the Contractor a total maximum of \$42,000 in Year 1, \$42,000 in Year 2 and \$42,000 in Year 3.
- B. All invoices must be received monthly by the County no later than 15 days following the end date of each period. Invoices received after 60 days after the end date of each period will not be paid by the County.

**SECTION 6. ADVANCED PAYMENTS, RESERVED**

This section has been left intentionally blank.

**SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS**

The sources of the funding for this Task Order are from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – June 30, 2025	\$42,000	SGF/SSRF
July 1, 2025 – June 30, 2026	\$42,000	SGF/SSRF
July 1, 2026 – June 30, 2027	\$42,000	SGF/SSRF
TOTAL	\$126,000	

**SECTION 8. CFR 200, RESERVED**

**SECTION 9. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

**SECTION 10. LIAISON AND SERVICE OF NOTICES START HERE**

- A. Jennifer Jones, or their successor, will be the liaison for the County. Contact information is as follows:

Jennifer Jones, Finance Director  
Yellowstone County  
316 North 26<sup>th</sup> Street Rm 3401  
Billings, MT 59101  
Phone Number (406) 256-2816  
jjones@yellowstonecountymt.gov

Dean Wells, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Dean Wells, Director of Impact  
United Way of Yellowstone County  
2173 Overland Ave.  
Billings, MT 59102

Phone Number (406) 272-8507  
Email Address: dwells@uwyellowstone.org

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The County's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 11. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

## **SECTION 12. DEPARTMENT GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

## **SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Yellowstone County Board of County Commissioners, [bocc@yellowstonecounty.mt.gov](mailto:bocc@yellowstonecounty.mt.gov), Phone Number (406) 256-2701, with a copy to Jennifer Jones, Finance Director, Phone Number (406) 256-2816, [jjones@yellowstonecountymt.gov](mailto:jjones@yellowstonecountymt.gov)

## **SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department or the County under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department or the County. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.
- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

## **SECTION 15. SCOPE OF TASK ORDER**

This Task Order consists of Five (5) numbered pages and the following Attachments:

- Attachment A: Scope of Work
- Attachment B: Budget
- Attachment C: Invoice Template
- Attachment D: Annual Assurances

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

**SECTION 16. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

**YELLOWSTONE COUNTY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mark Morse, Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Michael J. Waters, Member

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 John Ostlund, Member

**CONTRACTOR,**

BY: Kim Lewis \_\_\_\_\_ Date: 12/26/2024 \_\_\_\_\_  
 Kim Lewis, President/CEO

## ATTACHMENT A

### SCOPE OF WORK

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

A. For services purchased under this Contract, the Contractor must:

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
  - a. Monthly member level data;
  - b. Quarterly progress reports; and
  - c. Ad-hoc reports and evaluations that have been supported through this funding source.
2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.
3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.
4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.

B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities;

1. Establish and maintain an active Crisis Coalition that:
  - a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
  - b. Meets on at least a quarterly basis;
  - c. Establishes a Crisis Coalition Charter that outlines the:
    - i. Purpose of the coalition;
    - ii. Responsibilities of the coalition members; and
    - iii. Goals of the coalition.
  - d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
  - e. Leverages coalition members' resources to support the implementation of the strategic plan; and
  - f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.
2. Support a Crisis Coalition Coordinator within the community who:
  - a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
  - b. Facilitates Crisis Coalition meetings;
  - c. Leads the implementation of the Crisis Coalition's strategic plan;



- d. Coordinates crisis system initiatives;
  - e. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
  - f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
  - g. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
3. Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.
  4. Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement.
  5. Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.
  6. Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. Contractor will:
    - a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; and
    - b. Facilitate 2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, and 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
  7. Establish and maintain a Crisis Intervention Team (CIT) lead through the Community Crisis Center that will:
    - a. Serve as the primary contact for community's CIT program;
    - b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
    - c. Advance working relationships with community partners and state organizations to promote and sustain the CIT program;
    - d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
    - e. Develop, implement, and review CIT policy and procedures;
    - f. Provide leadership for CIT Patrol officers;
    - g. Teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
    - h. Help facilitate at least two other academies outside their community.
  8. Support 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and

harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.

- a. Community Based Care Coordination includes the following:
    - i. Coordinating and implementing care plans;
    - ii. Advocating on the client's behalf;
    - iii. Facilitating access to needed services;
    - iv. Guiding clients through community resource options; and
    - v. Assisting clients in reducing barriers to community integration.
  - b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.
9. Support 1 FTE Tenancy Support Specialist in year 1 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
- a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
  - b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
  - c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; and
  - d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs;
  - e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.
10. Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.
- a. One-time costs include:
    - i. Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;
    - ii. Purchase of a vehicle in year 2 of the grant cycle; and
    - iii. Replacement of worn equipment in year 3 of the grant cycle.
  - b. The Department cannot reimburse through grants for Medicaid reimbursable services.
  - c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.
11. Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers.

C. Other Provisions:

1. Anything outside of the scope of above Section B requires the written approval of the Department prior to being funded through these grant monies.
2. Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
  - a. month reported;
  - b. date of service;
  - c. type of service;
  - d. service setting;
  - e. disposition;
  - f. For those served, identifying and socio-demographic data including:
    - i. name;
    - ii. date of birth;
    - iii. Social Security Number;
    - iv. gender;
    - v. race;
    - vi. employment status;
    - vii. housing status;
    - viii. veteran status; and
    - ix. highest grade completed;
  - g. Monthly member level data must be submitted with monthly invoice.
2. Contractor agrees to provide quarterly progress report to include:
  - a. Progress toward outcome metrics within strategic plan to include:
    - i. successes;
    - ii. challenges;
    - iii. strategies to overcome challenges; and
    - iv. technical assistance needs.
  - b. Community-level quarterly data to include:
    - i. total number of individuals diverted from:
      - a. an emergency department;
      - b. hospitalization;
      - c. the Montana State Hospital; and
      - d. jail;
    - ii. total number of behavioral-health related responses from law enforcement;
    - iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
    - iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
    - v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and
    - vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.

- c. Quarterly progress reports must be submitted by:
  - i. Quarter 1 (July 2024 - September 2024): October 15, 2024
  - ii. Quarter 2 (October 2024—December 2024): January 15, 2025
  - iii. Quarter 3 (January 2025—March 2025): April 15, 2025
  - iv. Quarter 4 (April 2025—June 2025): July 15, 2025
  - v. Quarter 5 (July 2025 - September 2025): October 15, 2025
  - vi. Quarter 6 (October 2025—December 2025): January 15, 2026
  - vii. Quarter 7 (January 2026—March 2026): April 15, 2026
  - viii. Quarter 8 (April 2026—June 2026): July 15, 2026
  - ix. Quarter 9 (July 2026 - September 2026): October 15, 2026
  - x. Quarter 10 (October 2026—December 2026): January 15, 2027
  - xi. Quarter 11 (January 2027—March 2027): April 15, 2027
  - xii. Quarter 12 (April 2027—June 2027): July 15, 2027
  
- 3. The Department will electronically provide monthly and quarterly data reporting template.

## ATTACHMENT B

### BUDGET

UNITED WAY - Crisis Diversion Grant SFY25-27 Budget				
Funding Option:	SFY25 Budget:	SFY26 Budget:	SFY27 Budget:	SFY27 Budget:
1.1.a. Crisis Coalition Coordinator	\$ 110,000.00	\$ 122,733.89	\$ 113,611.18	\$ 113,611.18
1.1.b. Resource Mapping	\$ 2,000.00	\$ 6,800.00	\$ 2,000.00	\$ 2,000.00
1.1.c. Crisis System Technical Assistance	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00
1.1.d. 211 System Support	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
Tier 1 Total:	\$ 235,000.00	\$ 252,533.89	\$ 238,611.18	\$ 238,611.18
2.1.a. Crisis Intervention Team (CIT) Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
2.2.a. Community-based Care Coordination	\$ 136,281.60	\$ 140,370.04	\$ 144,581.15	\$ 144,581.15
2.3.b. Tenancy Support Specialist	\$ 109,923.20	\$ -	\$ -	\$ -
2.4.b. Mobile Crisis Response Program startup and one-time costs	\$ 30,000.00	\$ 85,000.00	\$ 30,000.00	\$ 30,000.00
Tier 2 Total:	\$ 283,704.80	\$ 232,870.04	\$ 182,081.15	\$ 182,081.15
3.1.a. Innovative Crisis Projects	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	\$ 82,617.80
Tier 3 Total:	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	\$ 82,617.80
Administrative Costs:	n/a	n/a	n/a	n/a
<i>Total Budget:</i>	SFY25 Total:	SFY26 Total:	SFY27 Total:	SFY27 Total:
	\$ 596,580.00	\$ 565,615.39	\$ 503,310.13	\$ 503,310.13
<b>SFY25-27 Total Award:</b>		<b>\$ 1,665,505.52</b>		
<i>NOTE: This grant requires a local match for applicable expended funds. Administrative Costs are not applicable to calculating the required match.</i>				
<i>Match required if total applicable budget is expended:</i>	\$ 2,081,881.89	<i>Match Rate:</i>	0.8	



**ATTACHMENT D**  
**ANNUAL ASSURANCES**

**DEPARTMENT'S ANNUAL CERTIFICATION**

DPHHS GS-301  
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF  
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

**ASSURANCES**

The **Contractor**, UNITED WAY, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

**The Contractor assures the Department:**

**GENERAL COMPLIANCE REQUIREMENTS**

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or

other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the YELLOWSTONE COUNTY.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is



through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

#### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY**

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section

508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

## SOURCES OF INFORMATION

DPHHS GS-302

Rev. 06/2018

### **SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

### **FEDERAL RESOURCES**

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [HIPAA Home | HHS.gov](http://www.hhs.gov/hipaa)

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>. The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

### **STATE RESOURCES**

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

**PROVIDER ASSOCIATIONS**

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

**CONSULTANT RESOURCES**

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

**CONTRACTOR**

BY: Kim Lewis  
Kim Lewis, President/CEO

Date: 12/26/2024

B.O.C.C. Regular

3. f.

Meeting Date: 01/14/2025

Title: Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P  
25-101-74048-0

Submitted For: Jennifer Jones, Finance Director Submitted By: Lisa Sticka, Comptroller

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TOPIC:

Community Crisis Center (CCC) Sub-Grantee Agreement for Crisis Diversion Grant  
#HHS-BHDD-0114AP-P 25-101-74048-0

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve

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Attachments

CCC Sub-Grantee

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**SUB-GRANTEE AGREEMENT BETWEEN YELLOWSTONE COUNTY AND COMMUNITY CRISIS CENTER**

**SERVICES PROVIDED FOR THE CRISIS DIVERSION IN MONTANA COMMUNITIES GRANT  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND YELLOWSTONE COUNTY  
TASK ORDER NUMBER HHS-BHDD-0114AP-P  
25-101-74048-0  
TO THE MASTER CONTRACT  
HHS-PHSD-00000499  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026**

**SECTION 1. PARTIES**

This Task Order is entered into between the Yellowstone County, ("County"), 316 N 26<sup>th</sup> St #3401, Billings, Montana, 59101, Phone Number (406) 256-2701 and Community Crisis Center ("Contractor"), Federal ID Number 20-3231164, 704 N. 30<sup>th</sup> St, Billings, MT 59101, Phone Number (406) 259-8800 for the purpose of providing services for the State of Montana Department of Health and Human Services ("Department") Task Order Number HHS-BHDD-0114AP-P ;

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide strategic proposals to address the critical need for crisis diversion in Montana communities through funding requirements of the Crisis Diversion Grants program, formally known as the County and Tribal Matching Grant program.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through June 30, 2027.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services: Items #6 and #7 of Attachment A on page 7.
- B. The Department agrees to do the following: To provide technical assistance regarding any contracted projects requested by the contractor.

**SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS**

- A. In consideration of the services provided through this Task Order, the County will pay the Contractor a total maximum of \$7,500 in Year 1, \$7,500 in Year 2 and \$7,500 in Year 3.
- B. All invoices must be received monthly by the County no later than 15 days following the end date of each period. Invoices received after 60 days after the end date of each period will not be paid by the County.

**SECTION 6. ADVANCED PAYMENTS, RESERVED**

This section has been left intentionally blank.

**SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS**

The sources of the funding for this Task Order are from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – June 30, 2025	\$7,500.00	SGF/SSRF
July 1, 2025 – June 30, 2026	\$7,500.00	SGF/SSRF
July 1, 2026 – June 30, 2027	\$7,500.00	SGF/SSRF
<b>TOTAL</b>	<b>\$22,500.00</b>	

**SECTION 8. CFR 200, RESERVED**

**SECTION 9. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

**SECTION 10. LIAISON AND SERVICE OF NOTICES START HERE**

- A. Jennifer Jones, or their successor, will be the liaison for the County. Contact information is as follows:

Jennifer Jones, Finance Director  
 Yellowstone County  
 316 North 26<sup>th</sup> Street Rm 3401  
 Billings, MT 59101  
 Phone Number (406) 256-2816  
 jjones@yellowstonecountymt.gov

MarCee Neary, or their successor, will be the liaison for the Contractor. Contact information is as follows:

MarCee Neary, Program Director  
 Community Crisis Center  
 704 N. 30<sup>th</sup> St.  
 Billings, MT 59101



Phone Number: (406) 259-8800  
Email Address: mfarrarney@billingsclinic.org

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The County's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 11. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

## **SECTION 12. DEPARTMENT GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

## **SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Yellowstone County Board of County Commissioners, [bocc@yellowstonecounty.mt.gov](mailto:bocc@yellowstonecounty.mt.gov), Phone Number (406) 256-2701, with a copy to Jennifer Jones, Finance Director, Phone Number (406) 256-2816, [jjones@yellowstonecountymt.gov](mailto:jjones@yellowstonecountymt.gov)

## **SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department or the County under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department or the County. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.
- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

## **SECTION 15. SCOPE OF TASK ORDER**

This Task Order consists of Five (5) numbered pages and the following Attachments:



- Attachment A: Scope of Work
- Attachment B: Budget
- Attachment C: Invoice Template
- Attachment D: Annual Assurances

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

**SECTION 16. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

**YELLOWSTONE COUNTY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mark Morse, Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Michael J. Waters, Member

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 John Ostlund, Member

**CONTRACTOR,**

BY: MarCee Neary Date: 11/9/2025  
 MarCee Neary, Program Director

## ATTACHMENT A

### SCOPE OF WORK

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

A. For services purchased under this Contract, the Contractor must:

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
  - a. Monthly member level data;
  - b. Quarterly progress reports; and
  - c. Ad-hoc reports and evaluations that have been supported through this funding source.
2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.
3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.
4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.

B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities;

1. Establish and maintain an active Crisis Coalition that:
  - a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
  - b. Meets on at least a quarterly basis;
  - c. Establishes a Crisis Coalition Charter that outlines the:
    - i. Purpose of the coalition;
    - ii. Responsibilities of the coalition members; and
    - iii. Goals of the coalition.
  - d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
  - e. Leverages coalition members' resources to support the implementation of the strategic plan; and
  - f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.
2. Support a Crisis Coalition Coordinator within the community who:
  - a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
  - b. Facilitates Crisis Coalition meetings;
  - c. Leads the implementation of the Crisis Coalition's strategic plan;

- d. Coordinates crisis system initiatives;
  - e. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
  - f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
  - g. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
3. Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.
  4. Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement.
  5. Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.
  6. Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. The Contractor will work with local law enforcement to provide this training and the CIT Training team will do the following:
    - a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; and
    - b. Facilitate 1-2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, & 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
  7. Establish and maintain a Mental Health Crisis Intervention Team (CIT) lead through the Community Crisis Center that will:
    - a. Serve as the primary mental health contact for community's CIT program;
    - b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
    - c. Advance working relationships with community partners and state organizations to promote and sustain the CIT program;
    - d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
    - e. Develop, implement, and review CIT policy and procedures;
    - f. Provide mental health leadership for CIT Patrol officers;
    - g. Work with law enforcement to teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
    - h. Help facilitate at least two other academies (if additional help is needed) outside their community.
  8. Support 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be

- approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.
- a. Community Based Care Coordination includes the following:
    - i. Coordinating and implementing care plans;
    - ii. Advocating on the client's behalf;
    - iii. Facilitating access to needed services;
    - iv. Guiding clients through community resource options; and
    - v. Assisting clients in reducing barriers to community integration.
  - b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.
9. Support 1 FTE Tenancy Support Specialist in year 1 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
- a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
  - b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
  - c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; and
  - d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs;
  - e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.
10. Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.
- a. One-time costs include:
    - i. Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;
    - ii. Purchase of a vehicle in year 2 of the grant cycle; and
    - iii. Replacement of worn equipment in year 3 of the grant cycle.
  - b. The Department cannot reimburse through grants for Medicaid reimbursable services.
  - c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.
11. Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers.

C. Other Provisions:

1. Anything outside of the scope of above Section B requires the written approval of the Department prior to be being funded through these grant monies.
2. Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
  - a. month reported;
  - b. date of service;
  - c. type of service;
  - d. service setting;
  - e. disposition;
  - f. For those served, identifying and socio-demographic data including:
    - i. name;
    - ii. date of birth;
    - iii. Social Security Number;
    - iv. gender;
    - v. race;
    - vi. employment status;
    - vii. housing status;
    - viii. veteran status; and
    - ix. highest grade completed;
  - g. Monthly member level data must be submitted with monthly invoice.
2. Contractor agrees to provide quarterly progress report to include:
  - a. Progress toward outcome metrics within strategic plan to include:
    - i. successes;
    - ii. challenges;
    - iii. strategies to overcome challenges; and
    - iv. technical assistance needs.
  - b. Community-level quarterly data to include:
    - i. total number of individuals diverted from:
      - a. an emergency department;
      - b. hospitalization;
      - c. the Montana State Hospital; and
      - d. jail;
    - ii. total number of behavioral-health related responses from law enforcement;
    - iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
    - iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
    - v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and

- vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.
- c. Quarterly progress reports must be submitted by:
  - i. Quarter 1 (July 2024 - September 2024): October 15, 2024
  - ii. Quarter 2 (October 2024—December 2024): January 15, 2025
  - iii. Quarter 3 (January 2025—March 2025): April 15, 2025
  - iv. Quarter 4 (April 2025—June 2025): July 15, 2025
  - v. Quarter 5 (July 2025 - September 2025): October 15, 2025
  - vi. Quarter 6 (October 2025—December 2025): January 15, 2026
  - vii. Quarter 7 (January 2026—March 2026): April 15, 2026
  - viii. Quarter 8 (April 2026—June 2026): July 15, 2026
  - ix. Quarter 9 (July 2026 - September 2026): October 15, 2026
  - x. Quarter 10 (October 2026—December 2026): January 15, 2027
  - xi. Quarter 11 (January 2027—March 2027): April 15, 2027
  - xii. Quarter 12 (April 2027—June 2027): July 15, 2027
- 3. The Department will electronically provide monthly and quarterly data reporting template.

## ATTACHMENT B

### BUDGET

UNITED WAY - Crisis Diversion Grant SFY25-27 Budget				
Funding Option:	SFY25 Budget:	SFY26 Budget:	SFY27 Budget:	
1.1.a. Crisis Coalition Coordinator	\$ 110,000.00	\$ 122,733.89	\$ 113,611.18	
1.1.b. Resource Mapping	\$ 2,000.00	\$ 6,800.00	\$ 2,000.00	
1.1.c. Crisis System Technical Assistance	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	
1.1.d. 211 System Support	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	
Tier 1 Total:	\$ 235,000.00	\$ 252,533.89	\$ 238,611.18	
2.1.a. Crisis Intervention Team (CIT) Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
2.2.a. Community-based Care Coordination	\$ 136,281.60	\$ 140,370.04	\$ 144,581.15	
2.3.b. Tenancy Support Specialist	\$ 109,923.20	\$ -	\$ -	
2.4.b. Mobile Crisis Response Program startup and one-time costs	\$ 30,000.00	\$ 85,000.00	\$ 30,000.00	
Tier 2 Total:	\$ 283,704.80	\$ 232,870.04	\$ 182,081.15	
3.1.a. Innovative Crisis Projects	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Tier 3 Total:	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Administrative Costs:	n/a	n/a	n/a	
<i>Total Budget:</i>	SFY25 Total:	SFY26 Total:	SFY27 Total:	
	\$ 596,580.00	\$ 565,615.39	\$ 503,310.13	
SFY25-27 Total Award:		\$	1,665,505.52	
<i>NOTE: This grant requires a local match for applicable expended funds. Administrative Costs are not applicable to calculating the required match.</i>				
<i>Match required if total applicable budget is expended:</i>	\$ 2,081,881.89	<i>Match Rate:</i>	0.8	





**ATTACHMENT D**  
**ANNUAL ASSURANCES**

<b>DEPARTMENT'S ANNUAL CERTIFICATION</b>
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DPHHS GS-301  
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

**ASSURANCES**

The **Contractor**, Community Crisis Center, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

**The Contractor assures the Department:**

**GENERAL COMPLIANCE REQUIREMENTS**

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or

other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the YELLOWSTONE COUNTY.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is

through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

**COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY**

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section

508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

## **SOURCES OF INFORMATION**

DPHHS GS-302  
Rev. 06/2018

### **SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

### **FEDERAL RESOURCES**

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [HIPAA Home | HHS.gov](http://www.hhs.gov/hipaa)  
The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.
2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>. The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

### **STATE RESOURCES**

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.  
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

**PROVIDER ASSOCIATIONS**

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

**CONSULTANT RESOURCES**

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

**CONTRACTOR**

BY: MarCee Neary  
MarCee Neary, Program Director

Date: 1/9/2025

B.O.C.C. Regular

3. g.

Meeting Date: 01/14/2025

Title: Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P  
25-101-74048-0

Submitted For: Jennifer Jones, Finance Director Submitted By: Lisa Sticka, Comptroller

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TOPIC:

Billings Community Foundation (BCF) Fiscal Agent for Substance Abuse Connect (SAC) Sub-Grantee Agreement for Crisis Diversion Grant #HHS-BHDD-0114AP-P 25-101-74048-0

BACKGROUND:

See attached

RECOMMENDED ACTION:

Approve

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Attachments

BCF\_SAC Sub-Grantee

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**SUB-GRANTEE AGREEMENT BETWEEN YELLOWSTONE COUNTY AND BILLINGS  
COMMUNITY FOUNDATION, FISCAL AGENT FOR SUBSTANCE ABUSE CONNECT (SAC)**

**SERVICES PROVIDED FOR THE CRISIS DIVERSION IN MONTANA COMMUNITIES GRANT  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND YELLOWSTONE COUNTY  
TASK ORDER NUMBER HHS-BHDD-0114AP-P  
25-101-74048-0  
TO THE MASTER CONTRACT  
HHS-PHSD-00000499  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026**

**SECTION 1. PARTIES**

This Task Order is entered into between the Yellowstone County, ("County"), 316 N 26<sup>th</sup> St #3401, Billings, Montana, 59101, Phone Number (406) 256-2701 and Billing Community Foundation (BCF) as Fiscal Agent for Substance Abuse Connect ("Contractor"), Federal ID Number 20-4286919, 404 N. 30<sup>th</sup> St., Billings, MT 59101, Phone Number 406-839-5552 for the purpose of providing services for the State of Montana Department of Health and Human Services ("Department") Task Order Number HHS-BHDD-0114AP-P ;

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide strategic proposals to address the critical need for crisis diversion in Montana communities through funding requirements of the Crisis Diversion Grants program, formally known as the County and Tribal Matching Grant program.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through December 31, 2024.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services to 12/31/24: Items #1 & #2 of Attachment A on pages 6-7.
- B. The Department agrees to do the following: To provide technical assistance regarding any contracted projects requested by the contractor.

**SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS**

- A. In consideration of the services provided through this Task Order, the County will pay the Contractor a total maximum of \$50,685 in Year 1, \$0 in Year 2 and \$0 in Year 3.
- B. All invoices must be received monthly by the County no later than 15 days following the end date of each period. Invoices received after 60 days after the end date of each period will not be paid by the County.

**SECTION 6. ADVANCED PAYMENTS, RESERVED**

This section has been left intentionally blank.

**SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS**

The sources of the funding for this Task Order are from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – December 31, 2024	\$ 50,685.00	SGF/SSRF
January 1, 2025 – June 30, 2025	\$0.00	SGF/SSRF
July 1, 2025 – June 30, 2026	\$0.00	SGF/SSRF
July 1, 2026 – June 30, 2027	\$0.00	SGF/SSRF
TOTAL	\$ 50,685.00	

**SECTION 8. CFR 200, RESERVED**

**SECTION 9. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

**SECTION 10. LIAISON AND SERVICE OF NOTICES START HERE**

- A. Jennifer Jones, or their successor, will be the liaison for the County. Contact information is as follows:

Jennifer Jones, Finance Director  
Yellowstone County  
316 North 26<sup>th</sup> Street Rm 3401  
Billings, MT 59101  
Phone Number (406) 256-2816  
jjones@yellowstonecountymt.gov

Zack Terakedis, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Zack Terakedis, Executive Director  
Billings Community Foundation, Fiscal Agent for Substance Abuse Connect  
404 N. 30<sup>th</sup> St



Billings, MT 59101  
Phone Number (406) 839-5552  
Email Address: [director@bcfmt.org](mailto:director@bcfmt.org)

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The County's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 11. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

## **SECTION 12. DEPARTMENT GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

## **SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Yellowstone County Board of County Commissioners, [bocc@yellowstonecounty.mt.gov](mailto:bocc@yellowstonecounty.mt.gov), Phone Number (406) 256-2701, with a copy to Jennifer Jones, Finance Director, Phone Number (406) 256-2816, [jjones@yellowstonecountymt.gov](mailto:jjones@yellowstonecountymt.gov)

## **SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state

programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department or the County under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department or the County. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.
- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

## **SECTION 15. SCOPE OF TASK ORDER**



This Task Order consists of Five (5) numbered pages and the following Attachments:

- Attachment A: Scope of Work
- Attachment B: Budget
- Attachment C: Invoice Template
- Attachment D: Annual Assurances

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

**SECTION 16. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

**YELLOWSTONE COUNTY**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Morse, Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Waters, Member

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
John Ostlund, Member

**CONTRACTOR,**

BY:  \_\_\_\_\_ Date: 1-9-25  
Carolyn Sevier, BCF Board Chair

## ATTACHMENT A

### SCOPE OF WORK

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

- A. For services purchased under this Contract, the Contractor must:
1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
    - a. Monthly member level data;
    - b. Quarterly progress reports; and
    - c. Ad-hoc reports and evaluations that have been supported through this funding source.
  2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.
  3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.
  4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.
- B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities;
1. Establish and maintain an active Crisis Coalition that:
    - a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
    - b. Meets on at least a quarterly basis;
    - c. Establishes a Crisis Coalition Charter that outlines the:
      - i. Purpose of the coalition;
      - ii. Responsibilities of the coalition members; and
      - iii. Goals of the coalition.
    - d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
    - e. Leverages coalition members' resources to support the implementation of the strategic plan; and
    - f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.
  2. Support a Crisis Coalition Coordinator within the community who:
    - a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
    - b. Facilitates Crisis Coalition meetings;
    - c. Leads the implementation of the Crisis Coalition's strategic plan;



- d. Coordinates crisis system initiatives;
  - e. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
  - f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
  - g. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
3. Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.
  4. Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement.
  5. Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.
  6. Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. Contractor will:
    - a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; and
    - b. Facilitate 2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, and 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
  7. Establish and maintain a Crisis Intervention Team (CIT) lead through the Community Crisis Center that will:
    - a. Serve as the primary contact for community's CIT program;
    - b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
    - c. Advance working relationships with community partners and state organizations to promote and sustain the CIT program;
    - d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
    - e. Develop, implement, and review CIT policy and procedures;
    - f. Provide leadership for CIT Patrol officers;
    - g. Teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
    - h. Help facilitate at least two other academies outside their community.
  8. Support 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and

harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.

- a. Community Based Care Coordination includes the following:
    - i. Coordinating and implementing care plans;
    - ii. Advocating on the client's behalf;
    - iii. Facilitating access to needed services;
    - iv. Guiding clients through community resource options; and
    - v. Assisting clients in reducing barriers to community integration.
  - b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.
9. Support 1 FTE Tenancy Support Specialist in year 1 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
- a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
  - b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
  - c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; and
  - d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs;
  - e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.
10. Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.
- a. One-time costs include:
    - i. Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;
    - ii. Purchase of a vehicle in year 2 of the grant cycle; and
    - iii. Replacement of worn equipment in year 3 of the grant cycle.
  - b. The Department cannot reimburse through grants for Medicaid reimbursable services.
  - c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.
11. Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers.

C. Other Provisions:



1. Anything outside of the scope of above Section B requires the written approval of the Department prior to be being funded through these grant monies.
2. Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
  - a. month reported;
  - b. date of service;
  - c. type of service;
  - d. service setting;
  - e. disposition;
  - f. For those served, identifying and socio-demographic data including:
    - i. name;
    - ii. date of birth;
    - iii. Social Security Number;
    - iv. gender;
    - v. race;
    - vi. employment status;
    - vii. housing status;
    - viii. veteran status; and
    - ix. highest grade completed;
  - g. Monthly member level data must be submitted with monthly invoice.
2. Contractor agrees to provide quarterly progress report to include:
  - a. Progress toward outcome metrics within strategic plan to include:
    - i. successes;
    - ii. challenges;
    - iii. strategies to overcome challenges; and
    - iv. technical assistance needs.
  - b. Community-level quarterly data to include:
    - i. total number of individuals diverted from:
      - a. an emergency department;
      - b. hospitalization;
      - c. the Montana State Hospital; and
      - d. jail;
    - ii. total number of behavioral-health related responses from law enforcement;
    - iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
    - iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
    - v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and
    - vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.

- c. Quarterly progress reports must be submitted by:
  - i. Quarter 1 (July 2024 - September 2024): October 15, 2024
  - ii. Quarter 2 (October 2024—December 2024): January 15, 2025
  - iii. Quarter 3 (January 2025—March 2025): April 15, 2025
  - iv. Quarter 4 (April 2025—June 2025): July 15, 2025
  - v. Quarter 5 (July 2025 - September 2025): October 15, 2025
  - vi. Quarter 6 (October 2025—December 2025): January 15, 2026
  - vii. Quarter 7 (January 2026—March 2026): April 15, 2026
  - viii. Quarter 8 (April 2026—June 2026): July 15, 2026
  - ix. Quarter 9 (July 2026 - September 2026): October 15, 2026
  - x. Quarter 10 (October 2026—December 2026): January 15, 2027
  - xi. Quarter 11 (January 2027—March 2027): April 15, 2027
  - xii. Quarter 12 (April 2027—June 2027): July 15, 2027
  
- 3. The Department will electronically provide monthly and quarterly data reporting template.



## ATTACHMENT B

### BUDGET

UNITED WAY - Crisis Diversion Grant SFY25-27 Budget				
Funding Option:	SFY25 Budget:	SFY26 Budget:	SFY27 Budget:	
1.1.a. Crisis Coalition Coordinator	\$ 110,000.00	\$ 122,733.89	\$ 113,611.18	
1.1.b. Resource Mapping	\$ 2,000.00	\$ 6,800.00	\$ 2,000.00	
1.1.c. Crisis System Technical Assistance	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	
1.1.d. 211 System Support	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	
Tier 1 Total:	\$ 235,000.00	\$ 252,533.89	\$ 238,611.18	
2.1.a. Crisis Intervention Team (CIT) Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
2.2.a. Community-based Care Coordination	\$ 136,281.60	\$ 140,370.04	\$ 144,581.15	
2.3.b. Tenancy Support Specialist	\$ 109,923.20	\$ -	\$ -	
2.4.b. Mobile Crisis Response Program startup and one-time costs	\$ 30,000.00	\$ 85,000.00	\$ 30,000.00	
Tier 2 Total:	\$ 283,704.80	\$ 232,870.04	\$ 182,081.15	
3.1.a. Innovative Crisis Projects	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Tier 3 Total:	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Administrative Costs:	n/a	n/a	n/a	
<b>Total Budget:</b>	<b>SFY25 Total:</b>	<b>SFY26 Total:</b>	<b>SFY27 Total:</b>	
	\$ 596,580.00	\$ 565,615.39	\$ 503,310.13	
<b>SFY25-27 Total Award:</b>		\$	<b>1,665,505.52</b>	
<i>NOTE: This grant requires a local match for applicable expended funds. Administrative Costs are not applicable to calculating the required match.</i>				
<i>Match required if total applicable budget is expended:</i>	\$ 2,081,881.89	<i>Match Rate:</i>		0.8





**ATTACHMENT D**  
**ANNUAL ASSURANCES**

**DEPARTMENT'S ANNUAL CERTIFICATION**

DPHHS GS-301  
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF  
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

**ASSURANCES**

The **Contractor**, Billings Community Foundation, Fiscal Agent for Substance Abuse Connect, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

**The Contractor assures the Department:**

**GENERAL COMPLIANCE REQUIREMENTS**

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other



federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the YELLOWSTONE COUNTY.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

## **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is



through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

#### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY**

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section



508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

## SOURCES OF INFORMATION

DPHHS GS-302  
Rev. 06/2018

### **SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

### **FEDERAL RESOURCES**

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [HIPAA Home | HHS.gov](#)  
The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.
2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>. The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

### **STATE RESOURCES**

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.  
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

**PROVIDER ASSOCIATIONS**

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

**CONSULTANT RESOURCES**

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

**CONTRACTOR**

BY: \_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

B.O.C.C. Regular

4. a.

Meeting Date: 01/14/2025

Title: Metra Trust Checking Account Disbursement Log

Submitted For: Kevan Bryan, OMB Director

Submitted By: Charis Krank, Accounting Assistant

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**TOPIC:**

Metra Trust Check Log for November 2024

**BACKGROUND:**

Metra Trust Check Log for November 2024

**RECOMMENDED ACTION:**

Consent item for MetraPark Trust check register.

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**Attachments**

Nov 2024 Metra Trust Check Log

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# Metra Trust Checking Account Disbursement Log

For the Month of: NOVEMBER 2024

The undersigned members of the Board of County Commissioners do hereby approve the listed check detail as obligations of the Metra Trust account.

Dated: January 6, 2025

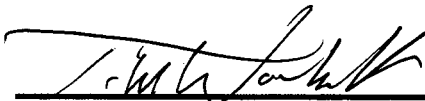
Mark Morse, Chair: \_\_\_\_\_

Approved by Metra General Manager

John Ostlund, Member: \_\_\_\_\_

Mike Waters, Member: \_\_\_\_\_

Amounts disbursed by the Trust were initiated by a check request generated by accounting staff, signed by the requesting authorized staff member, with processing by a staff member not involved with the requesting of the payment. The request and back up documentation is verified and signed off as to accuracy by the person generating the check for payment. The check is then signed by two managers authorized by signature card at the bank to do so. Copies are retained in event files, and for daily reconciliations and A101s.

Submitted by: 

2:38 PM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**November 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check		11/01/2024	US BANK	CC FEES OCT 24 - BOX OFFICE	METRAPARK EVENTS		-2,044.94
				CC FEES OCT 24 - BOX OFFICE	CREDIT CARD FEES / TICKE...	-2,044.94	2,044.94
TOTAL						-2,044.94	2,044.94
Check		11/01/2024	US BANK	CC FEES OCT 24 - CONC	METRAPARK EVENTS		-1,073.49
				CC FEES OCT 24 - CONC	CREDIT CARD FEES / TICKE...	-1,073.49	1,073.49
TOTAL						-1,073.49	1,073.49
Check		11/01/2024	US BANK	CC FEES OCT 24 - SKYBOX (ADMIN)	METRAPARK EVENTS		-257.72
				CC FEES OCT 24 - SKYBOX (ADMIN)	CREDIT CARD FEES / TICKE...	-257.72	257.72
TOTAL						-257.72	257.72
Check	23901	11/08/2024	Yellowstone Coun...	THEO VON 10/25/24 - MERCH WIRE	METRAPARK EVENTS		-21,425.86
				THEO VON 10/25/24 - MERCH WIRE	NOVELTY SALES	-21,425.86	21,425.86
TOTAL						-21,425.86	21,425.86
Check	23902	11/08/2024	THE METRA	PURGATORY 10/26/24	METRAPARK EVENTS		-11,861.35
				CIP PURGATORY 10/26/24	CIP FEES	-4,782.50	4,782.50
				RENT PAV PURGATORY 10/26/24	PAVILION	-1,520.00	1,520.00
				USER SVC PURGATORY 10/26/24	USER SV FEES	-4,050.10	4,050.10
				CONC PURGATORY 10/26/24	Concession Stands	-1,708.75	1,708.75
				PROM REB SHT PURGATORY 10/26/24	PROMOTER REBATE SHORT...	200.00	-200.00
TOTAL						-11,861.35	11,861.35
Check	23903	11/08/2024	THE METRA	MT CREATIONS 10/26/24	METRAPARK EVENTS		-2,129.50
				CIP MT CREATIONS 10/26/24	CIP FEES	-210.00	210.00
				RENT EXPO MT CREATIONS 10/26/24	EXPO	-1,050.00	1,050.00
				USER SVC MT CREATIONS 10/26/24	USER SV FEES	-711.00	711.00
				CONC MT CREATIONS 10/26/24	Concession Stands	-158.50	158.50
TOTAL						-2,129.50	2,129.50
Check	23904	11/08/2024	RIMROCK STAGE...	!#202898 THEO VON 10/25/24	METRAPARK EVENTS		-7,897.50

2:38 PM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**November 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				PROM EXP PD THRU SETTLEMENT I#20...	STAGEHANDS - IATSE LOCA...	-7,897.50	7,897.50
TOTAL						-7,897.50	7,897.50
Check	23905	11/08/2024	Yellowstone Coun...	THEO VON 10/25/24 WIRE TRANSFER	METRAPARK EVENTS		-355,616.95
				THEO VON 10/25/24 WIRE TRANSFER	THEO VON	-355,616.95	355,616.95
TOTAL						-355,616.95	355,616.95
Check	23906	11/12/2024	THE METRA	THEO VON 10/25/24	METRAPARK EVENTS		-56,354.33
				CIP THEO VON 10/25/24	CIP FEES	-17,751.50	17,751.50
				RENT THEO VON 10/25/24	ARENA	-15,000.00	15,000.00
				USER SVC THEO VON 10/25/24	USER SV FEES	-7,588.61	7,588.61
				CATERING THEO VON 10/25/24	CATERING	-1,702.79	1,702.79
				CONC THEO VON 10/25/24	Concession Stands	-9,367.25	9,367.25
				NOVELTY THEO VON 10/25/24	NOVELTY SALES	-5,302.58	5,302.58
				PARKING THEO VON 10/25/24	Paid Parking	-2,114.10	2,114.10
				SKYBOX F&B THEO VON 10/25/24	SKYBOX F & B	-195.50	195.50
				SKYBOX RENT THEO VON 10/25/24	Skybox Rent	-2,018.00	2,018.00
				PROM REB SHT THEO VON 10/25/24	PROMOTER REBATE SHORT...	4,686.00	-4,686.00
TOTAL						-56,354.33	56,354.33
Check	23907	11/12/2024	Starplex Corporati...	I# 608377 SAINTS BALL 10/9/24	METRAPARK EVENTS		-635.25
				I# 608377 SAINTS BALL 10/9/24	STARPLEX SECURITY/USHE...	-635.25	635.25
TOTAL						-635.25	635.25
Check	23908	11/12/2024	SOUNDSCAPE AU...	I# 2202 SAINTS BALL 10/9/24	METRAPARK EVENTS		-27,882.00
				SOUND I# 2202 SAINTS BALL 10/9/24	SOUND COSTS	-27,882.00	27,882.00
TOTAL						-27,882.00	27,882.00
Check	23909	11/19/2024	AXS GROUP LLC	I#845193/848976 SEPT/OCT AXS BOX OF...	METRAPARK EVENTS		-451.10
				AXS FEES I#845193 SEPT BOX OFFICE F...	AXS FEES	-75.30	75.30
				AXS FEES I#848976 OCT BOX OFFICE F...	AXS FEES	-375.80	375.80
TOTAL						-451.10	451.10

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**November 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	23910	11/19/2024	Stockman Bank	PRICE IS RIGHT CASH REFUND 11/15/24	METRAPARK EVENTS		-135.00
			BOX OFFICE SAL...	ON SALE TIX PRICE IS RIGHT CASH REF...	ON-SALES TICKETS - AXS	-105.00	105.00
				CIP PRICE IS RIGHT CASH REFUND 11/1...	CIP - AXS TICKETS	-9.00	9.00
				AXS PRICE IS RIGHT CASH REFUND 11/...	AXS FEES	-0.30	0.30
				AUX PRICE IS RIGHT CASH REFUND 11/...	AUXILLIARY FEES - AXS	-11.70	11.70
				PROMO PRICE IS RIGHT CASH REFUND ...	PROMOTER FEES - AXS	-9.00	9.00
TOTAL						-135.00	135.00
Check	23911	11/19/2024	RIMROCK STAGE...	I#202900/202901 NILE 10/11-19/24	METRAPARK EVENTS		-3,736.20
				STAGEHANDS I#202900 NILE 10/11-19/24...	STAGEHANDS - IATSE LOCA...	-2,753.40	2,753.40
				STAGEHANDS I#202901 NILE 10/11-19/24...	STAGEHANDS - IATSE LOCA...	-982.80	982.80
TOTAL						-3,736.20	3,736.20
Check	23912	11/19/2024	Starplex Corporati...	I#608392/608391 NILE 10/11-19/24	METRAPARK EVENTS		-22,002.13
				SECURITY I#608392 NILE 10/11-19/24	STARPLEX SECURITY/USHE...	-11,260.00	11,260.00
				SECURITY I#608391 NILE 10/11-19/24	STARPLEX SECURITY/USHE...	-10,742.13	10,742.13
TOTAL						-22,002.13	22,002.13
Check	23913	11/19/2024	American Medical...	I#314910 NILE 10/11-19/24	METRAPARK EVENTS		-3,536.25
				AMBULANCE I#314910 NILE 10/11-19/24	AMBULANCE SERVICES	-3,536.25	3,536.25
TOTAL						-3,536.25	3,536.25
Check	23914	11/19/2024	DiA EVENTS	I#7657 NILE 10/11-19/24	METRAPARK EVENTS		-16,000.00
				SOUND I#7657 NILE 10/11-19/24	SOUND COSTS	-16,000.00	16,000.00
TOTAL						-16,000.00	16,000.00
Check	23915	11/19/2024	DiA EVENTS	I#7672 HOLIDAY FOOD & GIFT 11/9-10/24	METRAPARK EVENTS		-490.00
				SOUND I#7672 HOLIDAY FOOD & GIFT 1...	SOUND COSTS	-490.00	490.00
TOTAL						-490.00	490.00
Check	23916	11/19/2024	Starplex Corporati...	I#608409 HOLIDAY FOOD & GIFT 11/9-10/...	METRAPARK EVENTS		-600.00

2:38 PM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**November 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				SECURITY I#608409 HOLIDAY FOOD & G...	STARPLEX SECURITY/USHE...	-600.00	600.00
TOTAL						-600.00	600.00
Check	23917	11/19/2024	THE METRA	HOLIDAY FOOD & GIFT 11/9-10/24	METRAPARK EVENTS		-16,547.00
				CIP HOLIDAY FOOD & GIFT 11/9-10/24	CIP FEES	-1,720.00	1,720.00
				RENT EXPO HOLIDAY FOOD & GIFT 11/9...	EXPO	-8,600.00	8,600.00
				USER SVC HOLIDAY FOOD & GIFT 11/9...	USER SV FEES	-5,577.00	5,577.00
				CONC HOLIDAY FOOD & GIFT 11/9-10/24	CONCESSIONS	-650.00	650.00
TOTAL						-16,547.00	16,547.00
Check	23918	11/19/2024	THE METRA	BILLINGS FALL BALL 11/9/24	METRAPARK EVENTS		-2,984.50
				CIP BILLINGS FALL BALL 11/9/24	CIP FEES	-304.00	304.00
				RENT PAV BILLINGS FALL BALL 11/9/24	PAVILION	-760.00	760.00
				USER SVC BILLINGS FALL BALL 11/9/24	USER SV FEES	-1,845.50	1,845.50
				CATERING BILLINGS FALL BALL 11/9/24	CATERING	-75.00	75.00
TOTAL						-2,984.50	2,984.50
Check	23919	11/21/2024	Yellowstone Coun...	BKFC MERCH 11/9/24 WIRE TRANSFER	METRAPARK EVENTS		-6,951.00
				BKFC MERCH 11/9/24 WIRE TRANSFER	NOVELTY SALES	-6,951.00	6,951.00
TOTAL						-6,951.00	6,951.00
Check	23920	11/21/2024	THE METRA	NILE 10/11-19/24	METRAPARK EVENTS		-187,350.89
				CIP NILE 10/11-19/24	CIP FEES	-28,129.00	28,129.00
				RENT ARENA NILE 10/11-19/24	ARENA	-17,200.00	17,200.00
				RENT EXPO NILE 10/11-19/24	EXPO	-22,450.00	22,450.00
				RENT PAV NILE 10/11-19/24	PAVILION	-11,370.00	11,370.00
				RENT GRNDS NILE 10/11-19/24	GRANDSTAND/SUPERBARN/...	-11,370.00	11,370.00
				USER SVC NILE 10/11-19/24	USER SV FEES	-35,195.30	35,195.30
				CATERING NILE 10/11-19/24	CATERING	-12,511.65	12,511.65
				FOOD VENDOR BUYOUT NILE 10/11-19/24	CONCESSIONS	-2,800.00	2,800.00
				HOSPITALITY NILE 10/11-19/24	CONCESSIONS	-250.00	250.00
				EQUIP NILE 10/11-19/24	EQUIPMENT	-2,000.00	2,000.00
				CONC NILE 10/11-19/24	Concession Stands	-40,281.24	40,281.24
				PD PARK NILE 10/11-19/24	Paid Parking	-1,922.70	1,922.70
				SKYBOX F&b NILE 10/11-19/24	SKYBOX F & B	-298.50	298.50
				SKYBOX RENT NILE 10/11-19/24	Skybox Rent	-1,572.50	1,572.50
TOTAL						-187,350.89	187,350.89

**COUNTY OF YELLOWSTONE  
Check Detail  
November 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	23921	11/25/2024	THE METRA	ELECTIONS 11/5/24	METRAPARK EVENTS		-4,032.50
				CONC ELECTIONS 11/5/24	Concession Stands	-4,032.50	4,032.50
TOTAL						-4,032.50	4,032.50
Check	23922	11/25/2024	THE METRA	RESCUED & RECLAIMED 11/15-16/24	METRAPARK EVENTS		-14,205.50
				CIP RESCUED & RECLAIMED 11/15-16/24	CIP FEES	-1,400.00	1,400.00
				RENT EXPO RESCUED & RECLAIMED 11/...	EXPO	-7,000.00	7,000.00
				USER SVC RESCUED & RECLAIMED 11/...	USER SV FEES	-1,770.00	1,770.00
				FOOD VENDOR BUYOUT RESCUED & R...	CONCESSIONS	-900.00	900.00
				CONC RESCUED & RECLAIMED 11/15-16...	Concession Stands	-3,135.50	3,135.50
TOTAL						-14,205.50	14,205.50
Check	23923	11/26/2024	THE METRA	REPLACEMENT OF MISSING 24 MTFAIR ...	METRAPARK EVENTS		-100.00
				REPLACEMENT OF MISSING 24 MTFAIR ...	Product Purchase	-100.00	100.00
TOTAL						-100.00	100.00

B.O.C.C. Regular

4. b.

Meeting Date: 01/14/2025

Title: Metra Trust Checking Account Disbursement Log

Submitted For: Charis Krank, Accounting Assistant

Submitted By: Charis Krank, Accounting Assistant

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**TOPIC:**

Metra Trust Check Log for December 2024

**BACKGROUND:**

Metra Trust Check Log for December 2024

**RECOMMENDED ACTION:**

Consent item for MetraPark Trust check register.

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**Attachments**

Dec 2024 Metra Trust Check Log

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# Metra Trust Checking Account Disbursement Log

For the Month of: DECEMBER 2024

The undersigned members of the Board of County Commissioners do hereby approve the listed check detail as obligations of the Metra Trust account.

Dated: January 6, 2025

Mark Morse, Chair: \_\_\_\_\_

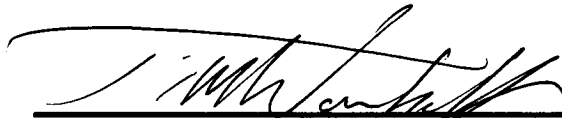
Approved by Metra General Manager

John Ostlund, Member: \_\_\_\_\_

Mike Waters, Member: \_\_\_\_\_

Amounts disbursed by the Trust were initiated by a check request generated by accounting staff, signed by the requesting authorized staff member, with processing by a staff member not involved with the requesting of the payment. The request and back up documentation is verified and signed off as to accuracy by the person generating the check for payment. The check is then signed by two managers authorized by signature card at the bank to do so. Copies are retained in event files, and for daily reconciliations and A101s.

Submitted by:

  
\_\_\_\_\_



11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check		12/02/2024	US BANK	CC FEES - NOV 24 - CONC	METRAPARK EVENTS		-531.48
				CC FEES - NOV 24 - CONC	CREDIT CARD FEES / TICKE...	-531.48	531.48
TOTAL						-531.48	531.48
Check		12/02/2024	US BANK	CC FEES - NOV 24 - BOX OFFICE	METRAPARK EVENTS		-500.10
				CC FEES - NOV 24 - BOX OFFICE	CREDIT CARD FEES / TICKE...	-500.10	500.10
TOTAL						-500.10	500.10
Check		12/02/2024	US BANK	CC FEES - NOV 24 - SKYBOX (ADMIN)	METRAPARK EVENTS		-195.38
				CC FEES - NOV 24 - SKYBOX (ADMIN)	CREDIT CARD FEES / TICKE...	-195.38	195.38
TOTAL						-195.38	195.38
Check	23924	12/03/2024	Starplex Corporati...	I# 608421 BLIPPI 11/19/24	METRAPARK EVENTS		-3,873.69
				SECURITY I# 608421 BLIPPI 11/19/24	STARPLEX SECURITY/USHE...	-3,873.69	3,873.69
TOTAL						-3,873.69	3,873.69
Check	23925	12/03/2024	RIMROCK STAGE...	I# 202908 BLIPPI 11/19/24	METRAPARK EVENTS		-6,035.25
				STAGEHANDS I# 202908 BLIPPI 11/19/24	STAGEHANDS - IATSE LOCA...	-6,035.25	6,035.25
TOTAL						-6,035.25	6,035.25
Check	23926	12/03/2024	AA&A Auto Rental	I# BLIPPI 11/19/24	METRAPARK EVENTS		-156.00
				I# BLIPPI 11/19/24	OTHER	-156.00	156.00
TOTAL						-156.00	156.00
Check	23927	12/05/2024	Yellowstone Coun...	BLIPPI 11/19/24 WIRE TRANSFER	METRAPARK EVENTS		-13,146.24
				BLIPPI 11/19/24 WIRE TRANSFER	BLIPPI	-13,146.24	13,146.24
TOTAL						-13,146.24	13,146.24
Check	23928	12/05/2024	THE METRA	CORNHOLE TOURNAMENT 11/15-16/24	METRAPARK EVENTS		-4,606.00

11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				CIP CORNHOLE TOURNAMENT 11/15-16/...	CIP FEES	-304.00	304.00
				RENT CORNHOLE TOURNAMENT 11/15-...	PAVILION	-1,520.00	1,520.00
				USER SVC CORNHOLE TOURNAMENT 1...	USER SV FEES	-771.00	771.00
				CONC CORNHOLE TOURNAMENT 11/15-...	Concession Stands	-2,011.00	2,011.00
TOTAL						-4,606.00	4,606.00
Check	23929	12/05/2024	American Medical...	# 316658 BLIPPI 11/19/24	METRAPARK EVENTS		-206.25
				AMBULANCE BLIPPI 11/19/24	AMBULANCE SERVICES	-206.25	206.25
TOTAL						-206.25	206.25
Check	23930	12/05/2024	THE METRA	BLIPPI 11/19/24	METRAPARK EVENTS		-9,314.37
				CIP BLIPPI 11/19/24	CIP FEES	-1,873.00	1,873.00
				CATERING BLIPPI 11/19/24	CATERING	-75.00	75.00
				USER SVC BLIPPI 11/19/24	USER SV FEES	-4,272.57	4,272.57
				EQUIPMENT BLIPPI 11/19/24	EQUIPMENT	-400.00	400.00
				CONC BLIPPI 11/19/24	Concession Stands	-2,429.50	2,429.50
				PARKING BLIPPI 11/19/24	Paid Parking	-252.30	252.30
				SKYBOX F&B BLIPPI 11/19/24	SKYBOX F & B	-12.00	12.00
TOTAL						-9,314.37	9,314.37
Check	23931	12/10/2024	Starplex Corporati...	#608430 POW WOW 11/30-12/1/24	METRAPARK EVENTS		-2,178.00
				SECURITY POW WOW 11/30-12/1/24	STARPLEX SECURITY/USHE...	-2,178.00	2,178.00
TOTAL						-2,178.00	2,178.00
Check	23932	12/10/2024	THE METRA	POW WOW 11/30-12/1/24	METRAPARK EVENTS		-23,499.12
				CIP POW WOW 11/30-12/1/24	CIP FEES	-1,400.00	1,400.00
				RENT EXPO POW WOW 11/30-12/1/24	EXPO	-7,000.00	7,000.00
				USER SVC POW WOW 11/30-12/1/24	USER SV FEES	-2,465.50	2,465.50
				CONC FOOD VNDR BUYOUT POW WOW...	CONCESSIONS	-300.00	300.00
				CONC POW WOW 11/30-12/1/24	Concession Stands	-12,333.62	12,333.62
TOTAL						-23,499.12	23,499.12
Check	23933	12/10/2024	THE METRA	PROBATION / PAROLE LUNCH 8/1/24	METRAPARK EVENTS		-80.00
				USER SVC PROBATION / PAROLE LUNC...	USER SV FEES	-80.00	80.00

11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-80.00	80.00
Check	23934	12/10/2024	AA&A Auto Rental	I#BAREKNUCKLES BKFC 11/9/24	METRAPARK EVENTS		-436.80
				BKFC 11/9/24	OTHER	-436.80	436.80
TOTAL						-436.80	436.80
Check	23935	12/10/2024	American Medical...	I#315817 BKFC 11/9/24	METRAPARK EVENTS		-1,425.00
				AMBULANCE BKFC 11/9/24	AMBULANCE SERVICES	-1,425.00	1,425.00
TOTAL						-1,425.00	1,425.00
Check	23936	12/10/2024	Starplex Corporati...	I#608412 BKFC 11/9/24	METRAPARK EVENTS		-3,969.13
				SECURITY BKFC 11/9/24	STARPLEX SECURITY/USHE...	-3,969.13	3,969.13
TOTAL						-3,969.13	3,969.13
Check	23937	12/10/2024	RIMROCK STAGE...	I#202907 BKFC 11/9/24	METRAPARK EVENTS		-14,209.00
				STAGEHANDS BKFC 11/9/24	STAGEHANDS - IATSE LOCA...	-14,209.00	14,209.00
TOTAL						-14,209.00	14,209.00
Check	23938	12/10/2024	Yellowstone Coun...	BKFC 11/9/24 WIRE TRANSFER	METRAPARK EVENTS		-16,825.58
				BKFC 11/9/24 WIRE TRANSFER	BK FIGHTS	-16,825.58	16,825.58
TOTAL						-16,825.58	16,825.58
Check	23939	12/10/2024	THE METRA	BKFC 11/9/24	METRAPARK EVENTS		-46,244.81
				CIP BKFC 11/9/24	CIP FEES	-7,243.00	7,243.00
				RENT ARENA BKFC 11/9/24	ARENA	-3,300.00	3,300.00
				CATERING BKFC 11/9/24	CATERING	-1,296.20	1,296.20
				USER SVC BKFC 11/9/24	USER SV FEES	-10,861.29	10,861.29
				EQUIP BKFC 11/9/24	EQUIPMENT	-600.00	600.00
				CONC BKFC 11/9/24	Concession Stands	-9,290.25	9,290.25
				NOVELTY BKFC 11/9/24	NOVELTY SALES	-1,937.75	1,937.75
				PARKING BKFC 11/9/24	Paid Parking	-26.10	26.10
				SKYBOX F&B BKFC 11/9/24	SKYBOX F & B	-113.00	113.00
				SKYBOX RENT BKFC 11/9/24	Skybox Rent	-664.00	664.00

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01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				BEER BKFC 11/9/24	Beer Sales Percentage	-10,913.22	10,913.22
TOTAL						-46,244.81	46,244.81
Check	23940	12/11/2024	Pepsi Cola Bottlin...	I# 201219 4H FAMILY FUN NIGHT 11/23/24	METRAPARK EVENTS		-684.00
				PROMOTER EXPENSE 4H FAMILY FUN N...	OTHER	-684.00	684.00
TOTAL						-684.00	684.00
Check	23941	12/11/2024	DIA EVENTS	I# 7683 4H FAMILY FUN NIGHT 11/23/24	METRAPARK EVENTS		-345.00
				PROM EXP 4H FAMILY FUN NIGHT 11/23/...	SOUND COSTS	-345.00	345.00
TOTAL						-345.00	345.00
Check	23942	12/11/2024	THE METRA	4H FAMILY FUN NIGHT 11/23/24	METRAPARK EVENTS		-836.46
				RENT PAV 4H FAMILY FUN NIGHT 11/23/24	PAVILION	-420.00	420.00
				CIP 4H FAMILY FUN NIGHT 11/23/24	CIP FEES	-84.00	84.00
				CONC/HOSP 4H FAMILY FUN NIGHT 11/2...	CONCESSIONS	-332.46	332.46
TOTAL						-836.46	836.46
Check	23943	12/13/2024	THE METRA	DIA DE LOS MUERTOS 11/1-2/24	METRAPARK EVENTS		-2,755.00
				RENT EXPO DIA DE LOS MUERTOS 11/1-...	EXPO	-1,050.00	1,050.00
				CIP DIA DE LOS MUERTOS 11/1-2/24	CIP FEES	-210.00	210.00
				USER SVC DIA DE LOS MUERTOS 11/1-2...	USER SV FEES	-1,495.00	1,495.00
TOTAL						-2,755.00	2,755.00
Check	23944	12/13/2024	THE METRA	AXS 3RD YEAR SPONSORSHIP 9/1/24-8/...	METRAPARK EVENTS		-50,000.00
			AXS GROUP LLC	AXS 3RD YEAR SPONSORSHIP 9/1/24-8/...	SPONSORSHIPS	-50,000.00	50,000.00
TOTAL						-50,000.00	50,000.00
Check	23945	12/13/2024	THE METRA	MT COUNTRY CREATIONS 11/30-12/1/24	METRAPARK EVENTS		-3,438.50
				RENT EXPO MT COUNTRY CREATIONS ...	EXPO	-2,100.00	2,100.00
				CIP MT COUNTRY CREATIONS 11/30-12/...	CIP FEES	-420.00	420.00
				USER SVC MT COUNTRY CREATIONS 11...	USER SV FEES	-918.50	918.50

11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-3,438.50	3,438.50
Check	23946	12/16/2024	THE METRA	BLIPPI - MERCH SPLIT 11/19/24	METRAPARK EVENTS		-495.86
				NOVELTY - BLIPPI - MERCH SPLIT 11/19/...	NOVELTY SALES	-495.86	495.86
TOTAL						-495.86	495.86
Check	23947	12/16/2024	Yellowstone Coun...	BLIPPI 11/19/24 - MERCH SPLIT WIRE T...	METRAPARK EVENTS		-495.86
				NOVELTY BLIPPI 11/19/24 - MERCH SPLI...	NOVELTY SALES	-495.86	495.86
TOTAL						-495.86	495.86
Check	23948	12/19/2024	DIA EVENTS	BKFC 11/9/24	METRAPARK EVENTS		-14,500.00
				SOUND BKFC 11/9/24	SOUND COSTS	-14,500.00	14,500.00
TOTAL						-14,500.00	14,500.00
Check	23949	12/23/2024	Starplex Corporati...	#608438 ALL AMER NDN BASKETBALL ...	METRAPARK EVENTS		-15,318.75
				SECURITY #608438 ALL AMER NDN BAS...	STARPLEX SECURITY/USHE...	-15,318.75	15,318.75
TOTAL						-15,318.75	15,318.75
Check	23950	12/23/2024	AXS GROUP LLC	#852781 AXS FEES BOX OFFICE FEES 1...	METRAPARK EVENTS		-156.00
				#852781 AXS FEES BOX OFFICE FEES 1...	AXS FEES	-156.00	156.00
TOTAL						-156.00	156.00
Check	23951	12/23/2024	THE METRA	GUN SHOW 11/29-12/1/24	METRAPARK EVENTS		-13,163.25
				CIP GUN SHOW 11/29-12/1/24	CIP FEES	-1,320.00	1,320.00
				RENT PAV GUN SHOW 11/29-12/1/24	PAVILION	-6,600.00	6,600.00
				USER SVC GUN SHOW 11/29-12/1/24	USER SV FEES	-2,233.00	2,233.00
				HOSP CATERING GUN SHOW 11/29-12/1/...	CONCESSIONS	-195.00	195.00
				CONC GUN SHOW 11/29-12/1/24	Concession Stands	-2,815.25	2,815.25
TOTAL						-13,163.25	13,163.25
Check	23952	12/23/2024	Starplex Corporati...	#608437 SENIOR HIGH TWIRP 12/7/24	METRAPARK EVENTS		-363.00

11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				SECURITY SENIOR HIGH TWIRP 12/7/24	STARPLEX SECURITY/USHE...	-363.00	363.00
TOTAL						-363.00	363.00
Check	23953	12/23/2024	THE METRA	SENIOR HIGH TWIRP 12/7/24	METRAPARK EVENTS		-3,510.50
				CIP SENIOR HIGH TWIRP 12/7/24	CIP FEES	-210.00	210.00
				RENT EXPO SENIOR HIGH TWIRP 12/7/24	EXPO	-1,050.00	1,050.00
				USER SVC SENIOR HIGH TWIRP 12/7/24	USER SV FEES	-2,250.50	2,250.50
TOTAL						-3,510.50	3,510.50
Check	23954	12/27/2024	DiA EVENTS	I#7688 FESTIVAL OF TREES 12/5-7/24	METRAPARK EVENTS		-4,850.00
				SOUND FESTIVAL OF TREES 12/5-7/24	SOUND COSTS	-4,850.00	4,850.00
TOTAL						-4,850.00	4,850.00
Check	23955	12/27/2024	Starplex Corporati...	I#608434 FESTIVAL OF TREES 12/5-7/24	METRAPARK EVENTS		-111.25
				SECURITY FESTIVAL OF TREES 12/5-7/24	STARPLEX SECURITY/USHE...	-111.25	111.25
TOTAL						-111.25	111.25
Check	23956	12/27/2024	RIMROCK STAGE...	I#202910 FESTIVAL OF TREES 12/5-7/24	METRAPARK EVENTS		-1,365.00
				STAGEHANDS FESTIVAL OF TREES 12/5...	STAGEHANDS - IATSE LOCA...	-1,365.00	1,365.00
TOTAL						-1,365.00	1,365.00
Check	23957	12/27/2024	THE METRA	FESTIVAL OF TREES 12/5-7/24	METRAPARK EVENTS		-7,588.05
				CIP FESTIVAL OF TREES 12/5-7/24	CIP FEES	-660.00	660.00
				RENT PAV FESTIVAL OF TREES 12/5-7/24	PAVILION	-3,850.00	3,850.00
				USER SVC FESTIVAL OF TREES 12/5-7/24	USER SV FEES	-3,078.05	3,078.05
TOTAL						-7,588.05	7,588.05
Check	23958	12/27/2024	THE METRA	SAINTS BENEFIT 10/5/24	METRAPARK EVENTS		-8,271.00
				CIP SAINTS BENEFIT 10/5/24	CIP FEES	-880.00	880.00
				RENT PAV SAINTS BENEFIT 10/5/24	PAVILION	-4,400.00	4,400.00
				USER SVC SAINTS BENEFIT 10/5/24	USER SV FEES	-2,991.00	2,991.00

11:19 AM  
01/06/25

**COUNTY OF YELLOWSTONE**  
**Check Detail**  
**December 2024**

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-8,271.00	8,271.00
Check	23959	12/27/2024	THE METRA	MT COUNTRY CREATIONS 12/14/24	METRAPARK EVENTS		-2,049.50
				CIP MT COUNTRY CREATIONS 12/14/24	CIP FEES	-220.00	220.00
				RENT PAV MT COUNTRY CREATIONS 12...	PAVILION	-1,100.00	1,100.00
				USER SVC MT COUNTRY CREATIONS 12...	USER SV FEES	-729.50	729.50
TOTAL						-2,049.50	2,049.50
Check	23960	12/30/2024	American Medical...	I#317576 ALL AMERICAN NDN BASKETB...	METRAPARK EVENTS		-2,550.00
				AMBULANCE ALL AMERICAN NDN BASK...	AMBULANCE SERVICES	-2,550.00	2,550.00
TOTAL						-2,550.00	2,550.00
Check	23961	12/31/2024	THE METRA	TOYS FOR TOTS 12/8-14/24	METRAPARK EVENTS		-2,520.00
				CIP TOYS FOR TOTS 12/8-14/24	CIP FEES	-420.00	420.00
				RENT EXPO TOYS FOR TOTS 12/8-14/24	EXPO	-2,100.00	2,100.00
TOTAL						-2,520.00	2,520.00

B.O.C.C. Regular

5. a.

Meeting Date: 01/14/2025

Title: Asphalt Overlay Project I

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

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**TOPIC:**

Recommendation of Award for Asphalt Overlay Project I to Knife River

**BACKGROUND:**

Public Works received four responsive bids for the first asphalt overlay project for the upcoming construction season. The lowest responsible bidder was Knife River with a bid of \$816,000. The next lowest bidder was \$133,800 higher than this.

**RECOMMENDED ACTION:**

Approve contract award.

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Attachments

Bid Sheet

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**2024-2025 ASPHALT OVERLAY PROEJCT I  
BID SHEET  
Danford Rd/Dr, S48th St W, Riverside Rd and Washington St.**

To: Yellowstone County Commissioners  
PO Box 35000  
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

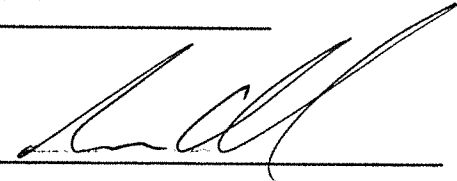
Eight hundred sixteen thousand and 00/100 dollars

\$ 816,000.00

Words

Figures

SIGNATURE OF BIDDER



COMPANY Knife River - Billings

ADDRESS P.O. Box 80066

CITY, STATE Billings MT 59108

PHONE NUMBER 406-651-2500

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER

10089

DATE 1/6/2025



I acknowledge receiving the following addenda, if applicable.

#1

Initials

Date

#2

Initials

Date

B.O.C.C. Regular

5. b.

Meeting Date: 01/14/2025

Title: Asphalt Overlay Project II

Submitted For: Logan Mclsaac

Submitted By: Logan Mclsaac

---

**TOPIC:**

Recommendation of Award for Asphalt Overlay Project II to Knife River

**BACKGROUND:**

Public Works received four responsive bids for the second overlay project. The lowest responsive bidder was Knife River with a bid of \$606,500. The next lowest bidder was \$12,500 higher.

**RECOMMENDED ACTION:**

Approve contract award

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Attachments

Bid Sheet

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**2023-2024 ASPHALT OVERLAY PROEJCT II  
BID SHEET  
Barret Rd, Bitterroot Rd and Alexander Rd.**

To: Yellowstone County Commissioners  
PO Box 35000  
Billings, MT 59107-5000

THE UNDERSIGNED BIDDER, having familiarized himself/herself with the work required by the bid documents, the site(s) where the work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself/herself of the expense and difficulties attending performance of the work,

HEREBY PROPOSES and agrees, if this bid is accepted, to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work and the furnishing of all labor, materials and equipment, supplies, permits, bonds, insurance for the total bid of:

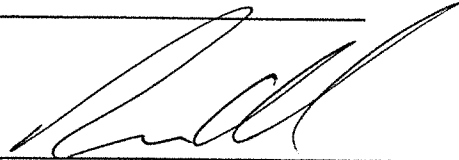
Six hundred six thousand five hundred and 00/100 dollars

\$ 606,500.00

Words

Figures

SIGNATURE OF BIDDER



COMPANY

Knife River - Billings

ADDRESS

P.O. Box 80066

CITY, STATE

Billings MT 59108

PHONE NUMBER

406-651-2500

MONTANA PUBLIC CONTRACTORS' REGISTRATION NUMBER

10089

DATE

1/6/2025



I acknowledge receiving the following addenda, if applicable.

#1

Initials

Date

#2

Initials

Date

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: YCSO-MDT State Highway Safety Grant

Submitted By: Carol Redler

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TOPIC:

YCSO-MDT Grant Funding Agreement

BACKGROUND:

Grant funding for overtime related to High Visibility Enforcement Project in FY25.

RECOMMENDED ACTION:

Consent.

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Attachments

YCSO-MDT grant agmt.

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**Standard Agreement  
State Highway Traffic Safety Section**

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 2, hereinafter called the "Department" and **Yellowstone County Sheriff's Office, P.O. Box 35017, Billings, Montana, 59107**, hereinafter called the "Subrecipient".

Funds provided are described in the Assistance Listing number(s) **20.600, 20.608 awarded** by the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), as authorized **by 23 U.S.C; 402, State and Community Highway Safety Programs, 164, Minimum Penalties for Repeat Offenders for Driving While Intoxicated. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37522300004020MT0, 69A37522300001640MTA** awarded throughout the federal fiscal year 2025. For Federal Fiscal Year 2025 (October 1, 2024 – September 30, 2025) the estimated total of this/these Federal Award(s) is **\$2,886,991, \$8,000,000 respectively.**

## **ARTICLE 1. PROJECT**

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **402, 164a.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2025 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **High Visibility Enforcement** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **execution of the contract**, and shall be completed no later than **September 30, 2025**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$8,500.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect costs (IDC) must comply with 2 CFR Part 200.414 and Sub-part F— Appendices III-VIII and be approved by the Sub-recipient's federal cognizant agency. Sub-recipient shall submit a copy of the IDC approval letter to the Department for approval prior to execution of the Agreement. If approval is not received prior to execution of the Agreement, the Department will not make reimbursement payments until the IDC approval has been received and approved by the Department.

If the Montana Department of Transportation is the Sub-recipient's primary source of federal funds, the Sub-recipient shall submit a copy of its indirect cost plan to MDT for review and approval.

If the Sub-recipient does not have a negotiated indirect cost rate, a de minimis rate of 15% may be used. If there is a change in the indirect cost rate, Subrecipient must notify the Department to request a budget modification and the Department will determine whether an IDC rate adjustment is allowable.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$10,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment continues to function as designed without significant repair costs.

Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption thereof.

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule.

Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.12 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.13 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$1,000,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed, and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

If a subrecipient fails to submit a single audit within the required timelines, MDT will not reimburse the subrecipient for grant expenditures. Subrecipient should cease project activity unless subrecipient can incur the expense without reimbursement. In addition, MDT will be unable to enter into future agreements with subrecipient until compliance with this section is completed including any corrective action required is taken.

Section 1.14 **Sub-Recipient Monitoring**. The Sub-recipient agrees MDT may subject the Sub-recipient to additional sub-recipient monitoring by the MDT State Highway Traffic Safety Program, at MDT's discretion, if the Sub-recipient acts or fails to act in any way that increases the risk of sub-recipient's inability to comply with the Agreement and/or federal and state grant requirements.

## **ARTICLE 2. TERMS AND CONDITIONS**

Section 2.1 **Default**. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. The Department may terminate this Agreement with or without notice by giving the Sub-recipient ten (10) business days written notice. If the agreement is so terminated prior to the end of the Period of Performance, MDT will only reimburse the Sub-recipient for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation**. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification**. Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed solely by Federal law, but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The NHTSA is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **ARTICLE 3. FEDERAL REQUIREMENTS**

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood, and agree to comply with the NHTSA federal fiscal year 2025 Certifications and Assurances and all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period. The Sub-recipient also agrees to comply with any additional requirements the Department imposes on the Sub-recipient to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.



Section 3.1. **Nondiscrimination**. The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations”, respectively.

### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

***“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”***

### **Specific Assurances**

More specifically, and without limiting the above General Assurances, the Sub-recipient agrees with and gives the following Assurances:

1. The Sub-recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23\(b\)](#) and [\(e\)](#) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sub-recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

***“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, [42 U.S.C 2000d](#) to [2000d-4](#)) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”***

3. The Sub-recipient will insert the clauses of appendix A and E of this USDOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

4. The Sub-recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Sub-recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sub-recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sub-recipient will include the clauses set forth in appendix C and appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sub-recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sub-recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal

property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Sub-recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sub-recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sub-recipient agrees to comply and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. The Sub-recipient must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-recipient acknowledges that the above General and Specific Assurances are binding on the State highway safety agency, the Sub-recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program.

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Section 3.5 **Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website: (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.6 **Buy America Act.** The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### 3.7 **Certification of Conflict of Interest.**

#### *General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**3.8 Prohibition of Using Grant Funds to Check for Helmet Usage.** The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.



## **Project Directors and Points of Contact**

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

### **Department:**

Project Director:

1. Name Kevin Dusko
2. Title State Highway Traffic Safety Section Supervisor
3. Address P.O. Box 201001  
Helena, Montana 59620-1001
4. Phone (406) 444-7417
5. Email [kedusko@mt.gov](mailto:kedusko@mt.gov)

Point of Contact:

1. Name Spencer Harris
2. Title Transportation Planner/Law Enforcement Liaison
3. Address PO Box 201001  
Helena, Montana 59620-1001
4. Phone (406) 444-0856
5. Email [sharris@mt.gov](mailto:sharris@mt.gov)

### **Sub-recipient:**

Project Director:

1. Name Michael Linder
2. Title Sheriff
3. Address P.O. Box 35017  
Billings, Montana 59107
4. Phone (406) 256-2928
5. Email [mlinder@yellowstonecountymt.gov](mailto:mlinder@yellowstonecountymt.gov)

Point of Contact:

1. Name Carol Redler
2. Title Administrative Coordinator
3. Address P.O. Box 35017  
Billings, Montana 59107
4. Phone (406) 256-2927
5. Email [credler@yellowstonecountymt.gov](mailto:credler@yellowstonecountymt.gov)

Fiscal contact:

1. Name Jennifer Jones
2. Title Finance Director
3. Address P.O. Box 35003  
Billings, Montana 59107
4. Phone (406) 256-2816
5. Email [jjones@yellowstonecountymt.gov](mailto:jjones@yellowstonecountymt.gov)

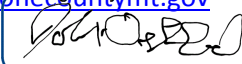
**Agreement and Authorization to Proceed**

The Sub-recipient warrants it has the lawful authority to enter into this Agreement on behalf of the Sub-recipient, and that it has taken all actions and complied with all requirements necessary to execute the authority lawfully in entering into this Agreement, and that the undersigned signatory for Sub-recipient has been lawfully delegated authority to sign this Agreement on behalf of the Sub-recipient.

**Authorizing Official of the Sub-recipient**

- 1. Name John Ostlund
- 2. Title Chair - Board of County Commissioners
- 3. Address P.O. Box 35000  
Billings, Montana 59107
- 4. Phone (406) 256-2701
- 5. Email [jostlund@yellowstonecountymt.gov](mailto:jostlund@yellowstonecountymt.gov)

6. Signature

Signed by:  
  
D3FB30F946F54A7...

1/7/2025

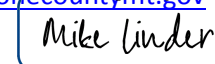
Date

**Delegation of Managing authority**

To Project Director:

- 1. Name Michael Linder
- 2. Title Sheriff
- 3. Address P.O. Box 35017  
Billings, Montana 59107
- 4. Phone (406) 256-2928
- 5. Email [mlinder@yellowstonecountymt.gov](mailto:mlinder@yellowstonecountymt.gov)

6. Signature

DocuSigned by:  
  
0157D192A21241B...

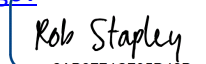
1/8/2025

Date

**Montana Department of Transportation Approval**

- 1. Name/Title Rob Stapley, Rail, Transit, Planning Division Administrator
- 2. Address Montana Department of Transportation  
PO Box 201001, Helena, Montana 59620-1001
- 3. Phone (406) 444-3445
- 4. Email [rostapley@mt.gov](mailto:rostapley@mt.gov)

5. Signature

DocuSigned by:  
  
2AB3774C705D42B...

1/8/2025

Date

# Attachment A

Rev. 01/2022

## MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

### Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

### State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
  - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement, the PARTY assures MDT that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) **Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

## Attachment B – Objectives

**Dates of Proposed Enforcement Period:\***

01/01/2025

09/30/2025

From

To

**Project Narrative:\***

*Project Narrative: Describe need for increased enforcement –Must be supported by data  
Your narrative serves as the scope of work for this contractual agreement.*

Funds will be used to augment normally scheduled law enforcement officers numbers during National Mobilization periods as well as high profile community events, which tend to cause a substantial increase in traffic in our area. These events include, but are not limited to, the Montana Fair, Huntley Homesteader Days, the Fourth of July fireworks display, area rodeos, concerts, and other high traffic events at the Metra Park. Such events and holidays are historically shown to increase outside traffic coming into our area of responsibility, and by their very nature increase the potential for raising the number of cases of driving while under the influence. Outside of high profile events, dedicated traffic enforcement patrols will be assigned to areas in our community that are notorious for speeding. According to Montana Department of Transportation statistics, there were approximately 191 fatal crashes in Yellowstone County from 2013-2022. Of these fatal crashes, 82 involved alcohol, 65 were the result of speeding, and 74 had unrestrained vehicle occupants. Implementation of dedicated traffic safety patrols will enhance visibility and enforcement in our community.

This field is limited to 1,000 characters

**Participating Agencies:\***

*Enforcement activity must include partnering law enforcement agencies.*

Montana Highway Patrol (MHP).

## Attachment C – Budget

### **Personnel Services**

Description	Type of Personnel Service	Proposed MDT-SHTSS Funding
Patrol Deputies	Overtime	\$8,500.00
		<b>\$8,500.00</b>

### **Personnel Services Narrative**

Budget Narrative
The requested funds (\$8,500.00) would cover approximately 157 overtime hours for law enforcement officers at an average overtime rate of \$53.96 per hour. The hours will be divided over multiple shifts specifically designated for the Traffic Enforcement Augmentation Project.

### **Contracted Services ( Media)**

Description	Type of Contract Service	Proposed MDT-SHTSS Funding
		\$0.00

### **Contracted Services Narrative**

Contract Services Narrative

### **Total Project Budget**

**Combined Totals For All Columns**

Total Project Budget                      \$8,500.00



## Attachment D – Reporting Schedule

### Reporting and invoicing schedule

Progress reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests are due 30 days following the end of the reporting period outlined below. The Third Period report shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all progress reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

<b>Report required</b>	<b>Due</b>
<b>Plan.</b> Sustained enforcement and mobilization plans (must be submitted via email to <a href="mailto:sharris@mt.gov">sharris@mt.gov</a> )	<b>October 30, 2024</b>
<b>Period 1 Report.</b> October 01 – January 31. Includes Winter Holiday Mobilization – one invoice, two reports	<b>February 28, 2025</b>
<b>Period 2 Report.</b> February 01 – May 31. Includes Memorial Day Mobilization – one invoice, two reports	<b>June 30, 2025</b>
<b>Period 3 Report.</b> June 01 – September 30. Includes Labor Day Mobilization – one invoice, two reports	<b>October 31, 2025</b>

**Reports are required for all periods and Mobilizations regardless if reimbursement requests are submitted or not. Mini Grants will submit for reimbursement as needed but not after October 31, 2025.**

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

**PERSONNEL ACTION REPORTS - Detention Facility - 2 Appointments; County Attorney - 1 Appointment; Sheriff's Office - 1 Appointment, 1 Termination; Youth Services Center - 1 Termination**

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

---

Attachments

PARS

PAR1

---



Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

APR 02 2025

## Employee Information

Employee  
Tyler Fuss

## Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300188	Full-Time Regular
Person ID	Job Class	Pay Rate
54128536	Detention Officer (D)	\$24.07
Department	Job Class#	HireDate
Sheriff's Office	5090	1/6/25

## Comments

Funding: 2300.136.420200.111 @ 100%  
replaces: C. Holmes

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/2/25 12:30 PM
FINANCE	JENNIFER JONES	1/2/25 12:43 PM

Commissioners Action  
Approve Disapprove

Chair		___
Member		___
Member		___



Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

JAN 07 2025

## Employee Information

Employee  
Brendan Beckett

## Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300188	Full-Time Regular
Person ID	Job Class	Pay Rate
60439093	Detention Officer (D)	\$24.07
Department	Job Class#	HireDate
Sheriff's Office	5090	1/13/25
Division		
Detention Facility		

## Comments

Funding:2300.136.420200.111 @100%  
replaces: J. Bernards

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/7/25 1:07 PM
FINANCE	JENNIFER JONES	1/7/25 1:09 PM

Commissioners Action  
Approve Disapprove

Chair

---

Member

---

Member

---

# Hire/Personnel Action Form

JAN 06 2025

## Employee Information

Employee  
Stephenie Davis

## Hire Information

Position Details	Hire Req#	Job Type
Senior Deputy County Attorney (K) (3075)	202300218	Full-Time Regular
Person ID	Job Class	Pay Rate
59833550	Senior Deputy County Attorney (K)	\$92,500.00
Department	Job Class#	HireDate
County Attorney's Office	3075	1/31/25
Division		
N/A		

## Comments

2301.122.411100.112 100% Replaced Ann-Marie McKittrick

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/6/25 11:18 AM
FINANCE	JENNIFER JONES	1/6/25 11:19 AM

Commissioners Action  
Approve Disapprove

Chair	<u>ML</u>	_____
Member	<u>JD</u>	_____
Member	<u>MLW</u>	_____

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

JAN 06 2025

Section 1

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

Name: Cody Donahue Effective Date: 1/10/2025  
Current Title: Detective Gr.      Salary \$ 35.48  
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:      Reclassification:     

Other:       
Funding: 2300 - 131 - 420140 - 111 Percent 100 New Account       
Percent      Split Account       
RESUBMITTER  
Elected Official/Department Head      01/02/2025  
Date     

Section 2

Human Resources:      Finance:       
Note:      Note:       
at Vegas 1-6-25 Director      Date       
Juliana 1-6-25 Director      Date     

H.R. Comments:      Commissioner's Action  
     Approve      Disapprove       
     Chair MM       
     Member            
     Member MSW     

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

MAY 10 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: David Ripon Effective Date: 12/31/24  
Current Title: JCW Gr. F Salary \$ 24,57  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time:  \_\_\_\_\_ New Hire: \_\_\_\_\_  
Regular Part Time:  \_\_\_\_\_ Rehire: \_\_\_\_\_  
Temp Full Time:  \_\_\_\_\_ Termination: 4 \_\_\_\_\_  
Temp Part Time:  \_\_\_\_\_ Promotion: \_\_\_\_\_  
Seasonal Hire:  \_\_\_\_\_ Transfer: \_\_\_\_\_  
Replaces position \_\_\_\_\_ Demotion: \_\_\_\_\_  
Name \_\_\_\_\_ Reclassification: \_\_\_\_\_  
New Budgeted Position \_\_\_\_\_

Other: Required \_\_\_\_\_  
Funding: 2399 - 235 - 420250 - 111 Percent 100% New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_  
ABR \_\_\_\_\_ Date 1/2/25  
Elected Official/Department Head

Section 2

Finance:

Human Resources:

Note: \_\_\_\_\_  
Director \_\_\_\_\_ Date 1-3-25  
Director Juliano Date 1-6-25

H.R. Comments:

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair MM \_\_\_\_\_  
Member JD \_\_\_\_\_  
Member MS \_\_\_\_\_

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

Employer logo

Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

JAN 08 2025

## Employee Information

Employee  
Steven Caton

## Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300257	Full-Time Regular
Person ID	Job Class	Pay Rate
59928941	Deputy Sheriff (Patrol) (MCA)	\$31.33
Department	Job Class#	HireDate
Sheriff's Office	5045	1/13/25
Division		
Sheriff Patrol		

## Comments

Funding: 2300.132.420150.111 @ 100%  
replaces: Hull

## Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	1/8/25 2:06 PM
FINANCE	JENNIFER JONES	1/8/25 2:14 PM

Commissioners Action  
Approve   Disapprove

Chair	<u>MM</u>	_____
Member	<u>DD</u>	_____
Member	<u>MDW</u>	_____



B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Payroll Audit December 16 to December 31, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

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Attachments

Payroll Audit

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**RECEIVED**

JAN 06 2025

YELLOWSTONE COUNTY  
CLERK AND RECORDER

**PAYROLL AUDIT**

**December 16 to December 31, 2024**

Date: 1/6/2025

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
1/6/25	Beagle, Justyce	Clerk of Court	8 hrs sick used missing from used column employee summary
1/6/25	Joki, Mikelle	Clerk of Court	Correct vacation hours s/b 26.75, Update accruals
1/6/25	Wahl, Bernadette	Clerk of Court	Correct sick hrs s/b 2, Update accruals
1/6/25	Thompson-Irish, Autumn	CA	Remove sick leave from payroll journal
1/6/25	Shepherd, Elizabeth	Detention	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Smith, Chance	Detention	Remove 8 hrs WHP, OT W diff s/b 8.25 hrs, Shift diff s/b 80 hrs
1/6/25	Valdez, Jason	Detention	Remove salary and add 38.40 vac used (hourly rate), Update accruals
1/6/25	Williams, Rylee	Detention	Description for 16 hrs @24.33 s/b vacation
1/6/25	Yogodzinski, Steve	IT	16 hrs sick and 32 hrs vac used missing from used column employee summary
1/6/25	Johnson, Samantha	Metra	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Hays, Wendell	Public Works	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Heinzerth, Cory	Public Works	Remove 96 hrs from payroll journal, Remove Accruals (no pay)
1/6/25	Belden, Jackie	Treasurer	Remove 96 hrs from payroll journal (no record of hours worked)

1/6/25	Breland, Beverly	Treasurer	Correct sick hrs s/b 4.75, Update accruals
1/6/25	Peters, Henry	Treasurer	Add vac and sick term payout (Elected Official 1/1/25)
1/6/25	Music, Caleb	Weed Control	Add sick 34.05 hrs, Add 36.37 comp hrs, Update accruals

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Checks and Disbursements for December 2024

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Checks and Disbursements for December 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

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Attachments

Checks and Disbursements for December 2024

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### Yellowstone County District Court



SEARCHES CASES ACCOUNTING SCHEDULING SUPERVISION DOCUMENT MGMT REPORTS ADMIN HELP LOGG

Miller, Valerie : End Of Period Disbursement

Yellowstone County Commissioners  
RECEIVED

#### END OF PERIOD DISBURSEMENT

CUTOFF DATE

JAN 09 2025

DISBURSEMENTS CREATED FOR CUTOFF DATE (12/31/2024 06:00 PM)

*Handwritten signature*

<b>200-0001: ADOPTIVE SERVICES SPECIAL REVENUE 7462</b>		
Disb 36513	County Treasurer	225.00
<b>200-0155: BILLINGS DRUG FUND CITY 7850-000-021240</b>		
Disb 36514	County Treasurer	1527.94
<b>200-0400: COUNTY DRUG FORFEITURE</b>		
Disb 36515	County Treasurer	955.00
<b>200-0450: DISTRICT COURT FUND</b>		
Disb 36516	County Treasurer	2492.25
<b>200-0500: DOMESTIC VIOLENCE INTERVENTION PROGRAM 7468</b>		
Disb 36517	County Treasurer	988.00
<b>200-0525: FELONY SURCHARGE</b>		
Disb 36518	County Treasurer	3972.33
<b>200-0550: FINES 7466</b>		
Disb 36519	County Treasurer	13744.40
<b>200-0650: INDIGENT LEGAL 7466</b>		
Disb 36520	County Treasurer	1513.30
<b>200-0700: MISDEMEANOR SURCHARGE</b>		
Disb 36521	County Treasurer	219.05
<b>200-0785: LAUREL DRUG FORFEITURE 7860.021240</b>		
Disb 36522	County Treasurer	356.11
<b>200-0800: STATE GENERAL 7461</b>		
Disb 36523	County Treasurer	13462.00
<b>200-0850: STATE GENERAL ADDITIONAL FILING FEE7461</b>		
Disb 36524	County Treasurer	3200.00
<b>200-0900: STATE GENERAL COMMENCEMENT OF ACTION 7463</b>		
Disb 36525	County Treasurer	7650.00
<b>200-0950: STATE GENERAL DISSOLUTION 7464</b>		
Disb 36526	County Treasurer	5270.00
<b>200-1050: TECHNOLOGY SURCHARGE 7458</b>		
Disb 36527	County Treasurer	3547.65
<b>200-1200: VICTIM WITNESS ADMIN FEE</b>		

Disb 36528	County Treasurer	54.78	🔍
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**200-1250: VICTIM WITNESS SURCHARGE**

Disb 36529	County Treasurer	2503.51	🔍
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CANCEL

TOTAL:  
\$61,681.32

## Fine Fee Summary

From 12/01/2024 06:01 AM to 12/31/2024 06:00 PM  
All Case Types and Sub-Types  
All Clerks

**Receipts****Case Payment**

Billings Drug Forfeiture Fund	1,328.32
Billings Drug Fund City	177.17
Case Payment Overage	732.59
Drug Forfeiture Fund County	955.00
Felony Surcharge	3,441.90
Fine	9,301.14
Laurel Drug Fund	356.11
Legal Fee	3,714.78
Misdemeanor Surcharge	145.57
Public Defender Fee	1,364.86
Technology Surcharge	508.24
Victim Witness Admin Fee	46.19
Victim Witness Surcharge	2,088.50

Subtotal: 24,160.37

**Civil Filing Payment**

Adoption	315.00
Appeal / Civil - Lower Court	30.00
Appearance	630.00
Certification with a Seal	4.00
Commencement of Action or Proceedings / Invalidity	2,160.00
Copy of Decree of Dissolution	80.00
Foreign Judgment	180.00
Guardianship/Conservatorship Probate/ Formal And Informal	600.00
Judgment Entry From Prevailing Party	900.00
Marriage License	4,028.00
Petition For Dissolution	2,600.00
Transcript of Judgment	50.00
Transcript of Records From Other Courts	10.00

Subtotal: 11,587.00

**Misc. Payment**

Authentication or Exemplification Fee	18.00
Certification With A Seal	510.00
Copies - 11 Pages or More	384.00
Copies - First 10 Pages	228.00
Copies by Email, Fax, etc - Outgoing	189.75
Copies, Packets, Forms	60.00
Copy of Decree of Dissolution	350.00
Copy of Marriage License	375.00
Postage	14.50
Searches - 1st Seven Years \$2 Per Name Per Year	46.00
Substitution of Judge	200.00

## Fine Fee Summary

From 12/01/2024 06:01 AM to 12/31/2024 06:00 PM  
All Case Types and Sub-Types  
All Clerks

**Receipts****Misc. Payment**

Subtotal: 2,375.25

**Trust Receipt**

Trust

37,457.06

Subtotal: 37,457.06

**Unapplied Receipt Accept**

Unapplied Receipt

23,649.21

Subtotal: 23,649.21

**Total Receipts:** 99,228.89**Transfers****Case Payment**

Billings Drug Forfeiture Fund 5.88

Billings Drug Fund City 16.57

Felony Surcharge 530.43

Fine 324.62

Legal Fee 403.86

Misdemeanor Surcharge 73.48

Public Defender 11.34

Public Defender Fee 137.10

Technology Surcharge 109.41

Victim Witness Admin Fee 8.59

Victim Witness Surcharge 415.01

Subtotal: 2,036.29

**Civil Filing Payment**

Appearance 3,640.00

Commencement of Action or Proceedings / Invalidity 8,040.00

Confession of Judgment 50.00

Executions, Orders of Sale, Writs 470.00

Guardianship/Conservatorship Probate/ Formal And Informal 3,300.00

Judgment Entry From Prevailing Party 2,000.00

Paternity 120.00

Petition For Contested Amendments to Parenting Plan 600.00

Petition For Dissolution 3,600.00

Transcript of Judgment 550.00

Transfer to another Court / Change of Venue 5.00

Subtotal: 22,375.00

**Move**

Commencement of Action or Proceedings / Invalidity -120.00

Unapplied Receipt 120.00



Fine Fee Summary  
From 12/01/2024 06:01 AM to 12/31/2024 06:00 PM  
All Case Types and Sub-Types  
All Clerks

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**Transfers**

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**Move**

Subtotal: 0.00

**Total Transfers:** 24,411.29

**Report Total:** **123,640.18**

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: 2025 Benefit Report letter

Submitted By: Erika Guy

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TOPIC:

2025 Benefit Report Letter

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

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Attachments

2025 Benefit Report letter

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# Yellowstone County



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

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

A warm welcome to Yellowstone County,

Thank you for joining our team. As a county employee you play an important role in the lives of county residents. From building roads and infrastructure, keeping our community safe, providing region wide entertainment and countless other services enhancing the quality of life in Yellowstone County. Public servants provide services that every citizen depends on.

With that said, it is good to know your total compensation including benefits which you may or may not necessarily be aware of, that the County contributes toward.

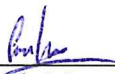
When "compensation" is said, most of us think of the money we receive in our paycheck each payday. However, total compensation includes money in the paycheck as well as benefits, services, and other incentives. Please review the enclosed statement of benefits, it is a good thing to know and understand your benefit package.

This report details the benefits and pay you receive from the County. If you have questions, please get in touch with your payroll contact or Human Resources Department.

Thank you for all that you do!

Sincerely,

Board of County Commissioners  
Yellowstone County, Montana

  
\_\_\_\_\_  
Mark Morse, Chair

  
\_\_\_\_\_  
Michael J. Waters, Member

  
\_\_\_\_\_  
John Ostlund, Member

Cc: BOCC

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: December 2024 Detailed Cash Investment Report

Submitted By: Teri Reitz, Board Clerk

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TOPIC:

Detailed Cash Investment Report for December 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

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Attachments

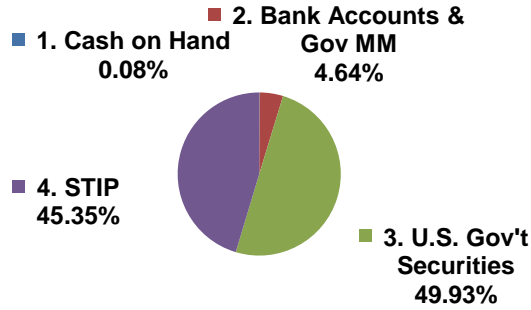
Detailed Cash Investment Report for December 2024

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**YELLOWSTONE COUNTY INVESTMENT POOL  
 DETAILED CASH INVESTMENT REPORT  
 December, 2024**

**MONTH-END PORTFOLIO MIX**

**Investment Pool**



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	283,816.24	0.08%	N/A
2. Bank Accounts & Gov MM	16,483,349.19	4.64%	Varies
3. U.S. Gov't Securities	177,240,940.02	49.93%	.53 -5.927%
4. STIP	161,000,000.00	45.35%	4.616%
<b>TOTAL</b>	<b>355,008,105.45</b>	<b>100.00%</b>	

	# OF DAYS	INTEREST EARNED	AVERAGE INVESTABLE CASH	YIELD
July-24	31	1,078,992	294,837,015	4.31%
August-24	31	977,168	275,119,850	4.18%
September-24	30	920,204	265,892,311	4.21%
October-24	31	851,325	260,017,454	3.85%
November-24	30	908,562	310,527,407	3.56%
December-24	31	1,221,369	358,211,822	4.01%
January-25	31	0	0	#DIV/0!
February-25	28	0	0	#DIV/0!
March-25	31	0	0	#DIV/0!
April-25	30	0	0	#DIV/0!
May-25	31	0	0	#DIV/0!
June-25	30	0	0	#DIV/0!
<b>TOTAL Y-T-D</b>	<b>365</b>	<b>5,957,620</b>	<b>148,291,402</b>	<b>4.02% YTD AVE</b>

**YELLOWSTONE COUNTY INVESTMENT POOL**  
**INVESTMENT NARRATIVE**  
**December, 2024**

**MARKET TREND**

A comparison of Treasury yields the from prior month and prior year:

	<u>12/31/24</u>	<u>11/30/24</u>	<u>YIELD CHANGE</u>	<u>Last year 12/31/2023</u>
90 day	4.37	4.58	(0.21)	5.40
1 year	4.16	4.30	(0.14)	4.79
2 year	4.25	4.13	0.12	4.23
3 year	4.27	4.10	0.17	4.01
5 year	4.38	4.05	0.33	3.84

**MARKET CONDITIONS**

Yields in the 0 - 2 yr space have declined while longer term yields have increased slightly.

**INVESTMENT ACTIVITY**

There were four maturities with yields ranging from 1.17% to 3.25%. Redemptions totaled \$13 million. One \$3 million purchase was made with a yield of 4.77%.

**OTHER ITEMS**

Respectfully submitted,

Jen Jones  
Yellowstone County Finance Director

**YELLOWSTONE COUNTY INVESTMENT POOL  
INVESTMENT DETAIL  
December, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
FHLB	BUCHANAN CAP	06/16/21	3.5 Yrs	12/16/24	0.00	0.00	0.00	0.00	1.500%	100.000000	1.500%	QTRLY	11,250.37	3(b)	3130AMNU2
FHLB	D.A. DAVIDSON	06/16/22	2.5 Yrs	12/16/24	0.00	0.00	0.00	0.00	3.250%	100.000000	3.250%	JUNE/DEC	48,750.00	(b)	3130AS7E3
FHLB	BUCHANAN CAP	12/17/21	3 Yrs	12/17/24	0.00	0.00	0.00	0.00	2.000%	100.000000	2.000%	JUNE/DEC	30,000.00	5(b)	3130APYR0
FHLB	D.A. DAVIDSON	12/27/21	3 Yrs	12/27/24	0.00	0.00	0.00	0.00	1.170%	100.000000	1.170%	JUNE/DEC	23,400.00	(c)	3130AQ6J7
FHLB	D.A. DAVIDSON	11/18/21	3.25 Yrs	02/18/25	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	FEB/AUG		(b)	3130APNF8
FHLMC	D.A. DAVIDSON	08/19/22	2.5 Yrs	02/19/25	3,000,000.00	0.00	0.00	3,000,000.00	4.100%	100.000000	4.100%	FEB/AUG		(c)	3134GXK37
FHLB	D.A. DAVIDSON	02/28/22	3 Yrs	02/27/25	3,000,000.00	0.00	0.00	3,000,000.00	2.000%	100.000000	2.000%	FEB/AUG		(b)	3130AQY49
FHLB	RBC	03/28/22	3 Yrs	03/28/25	3,000,000.00	0.00	0.00	3,000,000.00	2.300%	100.000000	2.300%	MAR/SEPT		(b)	3130AREF4
FHLB	D.A. DAVIDSON	08/23/21	4 Yrs	05/23/25	3,000,000.00	0.00	0.00	3,000,000.00	0.700%	100.000000	0.700%	MAY/NOV		(b)	3130ANNQ9
FFC	D.A. DAVIDSON	09/29/20	5 Yrs	09/29/25	6,000,000.00	(6,600.00)	0.00	5,993,400.00	0.530%	0.998900	0.530%	MAR/SEPT		(b)	3133EMBJ0
FFC	D.A. DAVIDSON	10/20/23	2 Yrs	10/20/25	4,000,000.00	(9,400.00)	0.00	3,990,600.00	5.140%	0.997650	5.125%	APR/OCT		(f)	3133EPYW9
FNMA	D.A. DAVIDSON	12/10/20	5 Yrs	12/10/25	4,000,000.00	0.00	0.00	4,000,000.00	0.650%	100.000000	0.650%	JUNE/DEC	13,000.00	(b)	3135G06J7
FHLMC	D.A. DAVIDSON	01/05/21	5 Yrs	01/05/26	3,000,000.00	0.00	0.00	3,000,000.00	0.550%	100.000000	0.550%	JAN/JULY		(b)	3134GXJX3
FHLB	D.A. DAVIDSON	07/22/21	4.5 Yrs	01/22/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	JAN/JULY		(b)	3130AN3T5
FHLB	D.A. DAVIDSON	02/24/21	5 Yrs	02/24/26	3,000,000.00	0.00	0.00	3,000,000.00	0.750%	100.000000	0.750%	FEB/AUG		(b)	3130ALCV4
FHLB	BUCHANAN CAP	05/18/21	5 Yrs	05/18/26	3,000,000.00	0.00	0.00	3,000,000.00	1.250%	100.000000	1.250%	MAY/NOV		1(b)	3130AMAW2
FHLB	D.A. DAVIDSON	05/27/21	5 Yrs	05/27/26	3,000,000.00	0.00	0.00	3,000,000.00	1.250%	100.000000	1.250%	MAY/NOV		2(b)	3130AMG22
FHLB	BUCHANAN CAP	07/15/21	5 Yrs	07/15/26	3,000,000.00	0.00	0.00	3,000,000.00	1.375%	100.000000	1.375%	QTRLY		4(b)	3130AMZS4
FFC	BUCHANAN CAP	09/01/23	3 Yrs	09/01/26	7,000,000.00	(5,326.09)	0.00	6,994,673.91	4.750%	0.999239	4.750%	MAR/SEPT		(f)	3133EPUW3
FFC	D.A. DAVIDSON	12/07/23	3 Yrs	12/07/26	5,000,000.00	(1,400.00)	0.00	4,998,600.00	4.385%	0.999720	4.375%	JUNE/DEC	109,375.00	(f)	3133EPK79
FHLB	D.A. DAVIDSON	03/10/22	5 Yrs	03/10/27	4,000,000.00	0.00	0.00	4,000,000.00	2.500%	100.000000	2.500%	MAR/SEPT		6(b)	3130AR3M1
FFC	D.A. DAVIDSON	07/23/24	3 Yrs	07/23/27	3,000,000.00	0.00	0.00	3,000,000.00	4.250%	100.000000	4.250%	JAN/JULY		(f)	3133ERMB4
FHLB	D.A. DAVIDSON	09/14/23	4 Yrs	09/14/27	4,000,000.00	0.00	0.00	4,000,000.00	5.375%	100.000000	5.375%	MAR/SEPT		(j)	3130AX6V5
FFC	D.A. DAVIDSON	10/20/23	4 Yrs	10/20/27	3,500,000.00	0.00	0.00	3,500,000.00	5.360%	100.000000	5.360%	APR/OCT		(k)	3133EPC33
FFC	BUCHANAN CAP	11/15/23	4 Yrs	11/15/27	5,000,000.00	(11,000.00)	0.00	4,989,000.00	4.686%	0.997800	4.625%	MAY/NOV		(f)	3133EPC60
FNMA	D.A. DAVIDSON	12/12/23	4 Yrs	12/28/27	6,000,000.00	(593,540.00)	0.00	5,406,460.00	4.560%	0.901077	0.950%	JUNE/DEC	127,400.00	(d)	3135GA7G0
FHLMC	D.A. DAVIDSON	02/28/24	4 Yrs	02/28/28	3,000,000.00	0.00	0.00	3,000,000.00	5.250%	100.000000	5.250%	FEB/AUG		(e)	3134H1TS2
FFC	D.A. DAVIDSON	04/12/24	4 Yrs	04/12/28	4,000,000.00	(21,680.00)	0.00	3,978,320.00	4.650%	0.994580	4.500%	APR/OCT		(f)	3133ERAX9
FHLMC	D.A. DAVIDSON	08/08/24	4 Yrs	08/08/28	4,000,000.00	(41,000.00)	0.00	3,959,000.00	4.533%	0.989750	4.250%	FEB/AUG		(e)(b)	3134HACF8
FHLB	D.A. DAVIDSON	04/24/24	4.5 Yrs	10/24/28	3,000,000.00	0.00	0.00	3,000,000.00	5.375%	100.000000	5.375%	APR/OCT		(e)	3130B13K1
FFC	D.A. DAVIDSON	11/03/23	5 Yrs	11/03/28	4,500,000.00	0.00	0.00	4,500,000.00	5.570%	100.000000	5.570%	MAY/NOV		(k)	3133EPZZ2
FFC	D.A. DAVIDSON	11/13/23	5 Yrs	11/13/28	5,000,000.00	0.00	0.00	5,000,000.00	4.625%	100.000000	4.625%	MAY/NOV		(f)	3133EPC45
FFC	RBC	12/04/24	4 Yrs	12/04/28	3,000,000.00	0.00	0.00	3,000,000.00	4.770%	100.000000	4.770%	JUNE/DEC		17	3134HAFE7
FFC	D.A. DAVIDSON	12/15/23	5 Yrs	12/15/28	3,000,000.00	(4,020.00)	0.00	2,995,980.00	4.275%	0.998660	4.250%	JUNE/DEC	63,750.00	(f)	3133EPN50
FHLB	BUCHANAN CAP	03/15/24	5 Yrs	03/13/29	3,000,000.00	(1,950.00)	0.00	2,998,050.00	5.010%	0.999350	5.000%	MAR/SEPT		(h)	3130BOJA8
FHLB	BUCHANAN CAP	04/30/24	5 Yrs	04/26/29	3,000,000.00	0.00	0.00	3,000,000.00	5.100%	100.000000	5.100%	APR/OCT		(a)	3130B16G7
FFC	BUCHANAN CAP	04/30/24	5 Yrs	04/30/29	3,000,000.00	0.00	0.00	3,000,000.00	4.750%	1.000000	4.750%	APR/OCT		16(f)	3133ERDH1
FHLMC	D.A. DAVIDSON	07/16/24	5 Yrs	07/16/29	5,000,000.00	(22,500.00)	0.00	4,977,500.00	5.927%	0.995500	5.000%	JAN/JULY		(d)	3134H15T6
FHLMC	BUCHANAN CAP	08/01/24	5 Yrs	08/01/29	4,000,000.00	3,481.11	0.00	4,003,481.11	4.974%	1.000870	5.050%	FEB/AUG		(h)	3134HACE1
FHLB	D.A. DAVIDSON	08/13/24	5 Yrs	08/13/29	3,000,000.00	0.00	0.00	3,000,000.00	4.700%	100.000000	4.700%	FEB/AUG		(h)	3130B2B95
FHLMC	D.A. DAVIDSON	09/06/24	5 Yrs	09/06/29	4,000,000.00	(32,000.00)	0.00	3,968,000.00	4.180%	0.992000	4.000%	MAR/SEPT		7	3134HAJF1
FHLB	RBC	09/11/24	5 Yrs	09/11/29	4,000,000.00	0.00	0.00	4,000,000.00	5.000%	100.000000	5.000%	MAR/SEPT		8	3130B2K27
FHLB	BUCHANAN CAP	09/12/24	5 Yrs	09/12/29	2,500,000.00	0.00	0.00	2,500,000.00	4.010%	100.000000	4.010%	MAR/SEPT		9	3130B2NT8
FHLB	D.A. DAVIDSON	09/13/24	5 Yrs	09/12/29	4,000,000.00	0.00	0.00	4,000,000.00	4.200%	100.000000	4.200%	MAR/SEPT		10	3130B2PT6
FHLB	D.A. DAVIDSON	09/26/24	5 Yrs	09/12/29	3,000,000.00	0.00	0.00	3,000,000.00	3.750%	100.000000	3.750%	MAR/SEPT		11	3130B2V77
FHLB	D.A. DAVIDSON	09/25/24	5 Yrs	09/25/29	5,000,000.00	0.00	0.00	5,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		12	3130B2T21
FHLB	D.A. DAVIDSON	09/27/24	5 Yrs	09/27/29	6,000,000.00	0.00	0.00	6,000,000.00	3.650%	100.000000	3.650%	MAR/SEPT		13	3130B2U45
FHLMC	D.A. DAVIDSON	10/30/24	5 Yrs	09/27/29	4,000,000.00	(10,000.00)	17,875.00	4,007,875.00	4.931%	100.000000	4.875%	MAR/SEPT		8	3134HAPE7
FFC	RBC	10/01/24	5 Yrs	10/01/29	3,000,000.00	0.00	0.00	3,000,000.00	4.620%	100.000000	4.620%	APR/OCT		12	3133ERVL2
FHLB	D.A. DAVIDSON	10/04/24	5 Yrs	10/02/29	3,500,000.00	0.00	0.00	3,500,000.00	4.000%	100.000000	4.000%	APR/OCT		14	3130B32X0

**YELLOWSTONE COUNTY INVESTMENT POOL  
INVESTMENT DETAIL  
December, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
FHLMC	D.A. DAVIDSON	10/03/24	5 Yrs	10/03/29	4,000,000.00	(20,000.00)	0.00	3,980,000.00	4.110%	0.995000	4.000%	APR/OCT		15	3134HAPX5
STIP	STATE OF MONTANA		VAR		161,000,000.00			161,000,000.00	4.616%				252,423.99		
GOV MM/ BANK ACCOUNTS			DAILY		16,483,349.19			16,483,349.19	Varies				96,772.31		
CASH ON HAND					283,816.24			283,816.24	N/A				(1,469.21)	Fees-WFB-Curr Mo	
TOTAL INVESTABLE CASH:					355,767,165.43	(776,934.98)	17,875.00	355,008,105.45					774,652.46	Ties to Treas Report Col O	
							cross foot	355,008,105.45							0.00
							From daily activity	355,008,105.45	Col K						
								0.00							

Call feature: a) one-time b) quarterly c) monthly d) semi-annual e) annual f) non-callable g) one quarterly call and then continuous h) one annual call and then continuous i) 9 month no call then quarterly j) 1.5 yr no call then quarterly k) 2 year no call then continuous

Note - Beginning 3/1/16, WFB has a \$5 mill peg balance. Bank fees netted against pool return. Beginning in July 2017 new core acct with daily variable interest posting once a month shortly after month end.

- Note 1 - STEP at .625% until 5/18/23, .75% to 11/18/23, 1.00% to 5/18/24, 1.25% to 11/18/24, 1.50% to 5/18/25, 2.00% to 11/18/25, 3.00% to 5/18/26 YTM 1.189%
- Note 2 - STEP at .50% until 11/27/21, .60% to 5/27/22, .70% to 11/27/22, .80% to 5/27/23, .90% to 11/27/23, 1.00% to 5/27/24, 1.25% to 11/27/24, 1.50% to 5/27/25, 1.75% to 11/27/25, 2.00% to 5/27/26 YTM 1.093%
- Note 3 - STEP at .25% until 9/16/21, increasing by 5 bp each quarter until 3/16/24, then going from .75% to 1.00% until 6/16/24, 1.25% until 9/16/24, 1.50% until 12/16/24
- Note 4 - STEP at .50% until 10/15/21, increasing by 5 bp each quarter until 4/15/24, then going to 1.125 to 7/15/24, 1.25% to 10/15/24, to 1.375% to 1/15/24-increasing by .125% until 10/15/25, to 2.00% until 1/15/26, 2.50% to 4/15/26 and 3.00 to 7/15/26 YTM 1.20%
- Note 5 - STEP at .50% until 6/17/22, .75% to 12/17/22, 1.00% to 6/17/23, 1.25% to 12/17/23, 1.50% to 6/17/24, 2.00% to 12/17/24 YTM 1.162%
- Note 6 - STEP at 2.00% until 3/10/24, 2.50% to 3/10/25, 3.00% to 3/10/26, 3.50% to 9/10/26, 6.00% to 3/10/27 YTM 2.859%
- Note 7 - No call until 3/6/25, then quarterly thereafter until maturity.
- Note 8 -No call 6 months, then continuous.
- Note 9 - one-time call only on 3/12/26.
- Note 10 - one-time call only on 9/12/25.
- Note 11 - one-time call only on 3/12/27.
- Note 12 - No call 2 years, then quarterly until maturity.
- Note 13 - one-time call only on 9/27/27.
- Note 14 - No call 6 months, then quarterly.
- Note 15 - No call 3 months, then quarterly.
- Note 16 - this was purchased at a slight premium of \$8,970.00. To follow both conservatism and materiality under GAAP, the County has chosen to recognize the entire premium in this first interest paymnet, and set the yield to the coupon rate.
- Note 17 -No call 1 year, then continuous.

**Note on Agencies purchased at a discount.**  
Yellowstone County maintains the practice of utilizing an effective rate on these types of purchases that excludes the discount amount paid at maturity. This is due to materiality and a more accurate recognition of accrued interest in periods before maturity date. The only exception to this practice will be for the FNMA due 12/28/27, which includes a material discount of \$791,340 at the time of purchase. This balance will be captured in proportionate share every 6 months to match interest payments, until maturity. This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

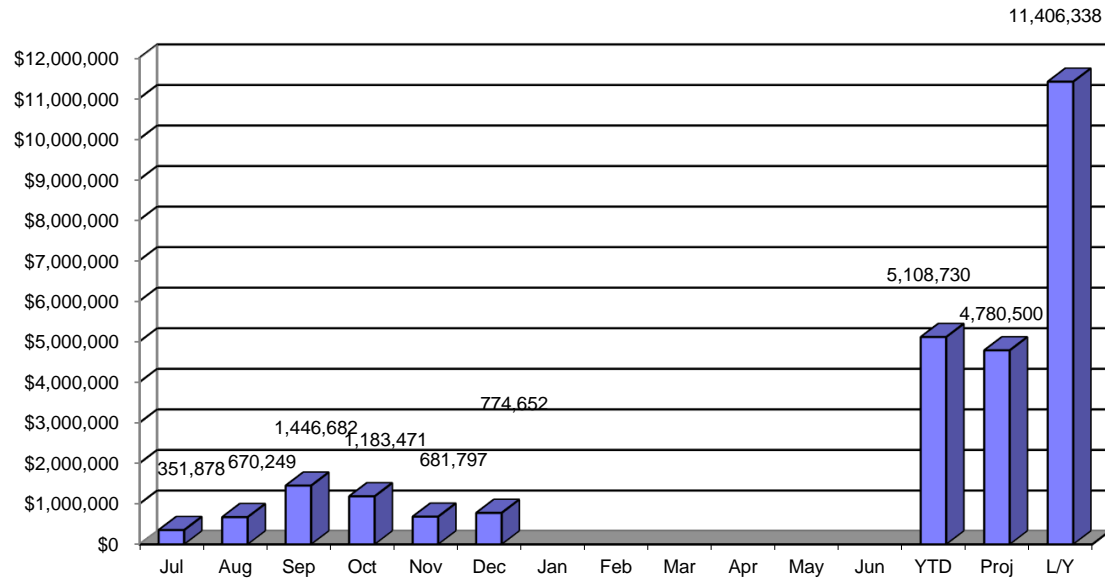


# YELLOWSTONE COUNTY INVESTMENT POOL

December, 2024

## INTEREST COLLECTIONS

For Fiscal Year 2025



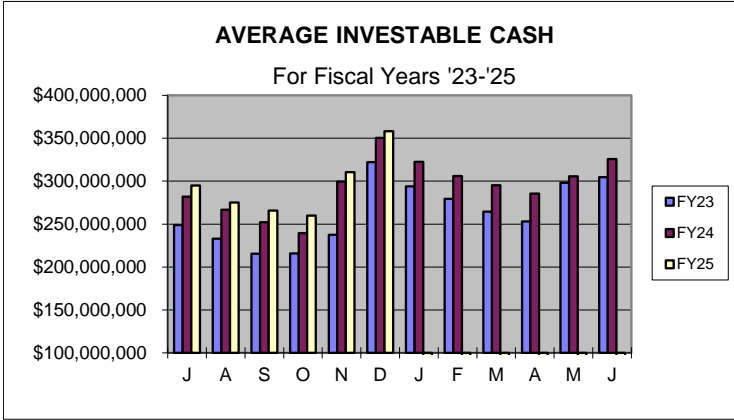
Jul	351,878.39
Aug	670,249.26
Sep	1,446,681.73
Oct	1,183,470.71
Nov	681,797.13
Dec	774,652.46
Jan	
Feb	
Mar	
Apr	
May	
Jun	
YTD	5,108,729.68
Proj	4,780,500
L/Y	11,406,338

**YELLOWSTONE COUNTY INVESTMENT POOL  
INTEREST EARNINGS COMPUTATION (3 YR REVIEW)  
December, 2024**

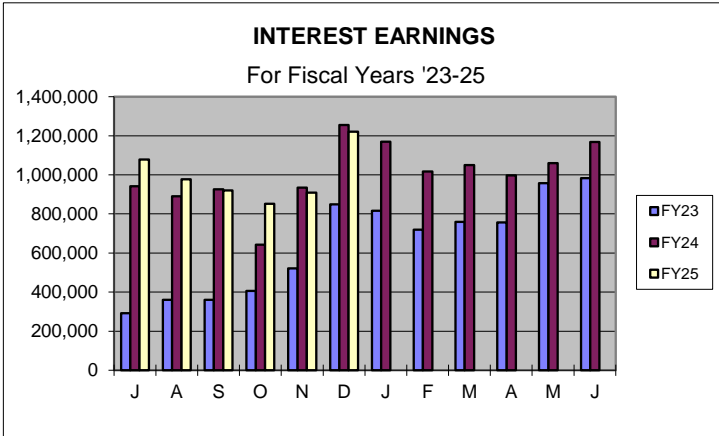
<u>MO</u>	<u>YR</u>	<u>Days in Month</u>	<u>ACCR INT Beg of Month</u>	<u>ACCR INT End of Month</u>	<u>CHANGE</u>	<u>INTEREST COLLECTED</u>	<u>INTEREST EARNED</u>	<u>DAILY CASH BALANCE</u>	<u>AVE RATE OF RETURN</u>
7	22	31	216,378	454,190	237,812	54,514	292,326	248,908,991	1.38%
8	22	31	454,190	557,544	103,354	256,768	360,122	232,921,906	1.82%
9	22	30	557,544	480,126	(77,418)	438,149	360,731	215,367,222	2.04%
10	22	31	480,126	639,611	159,485	246,419	405,904	215,709,508	2.22%
11	22	30	639,611	800,723	161,112	360,533	521,645	237,584,305	2.67%
12	22	31	800,723	1,107,381	306,658	542,769	849,427	322,085,064	3.11%
1	23	31	1,107,381	1,172,547	65,166	751,653	816,819	294,135,040	3.27%
2	23	28	1,172,547	1,040,793	(131,754)	851,294	719,540	279,490,547	3.36%
3	23	31	1,040,793	1,039,476	(1,317)	760,472	759,155	264,617,583	3.38%
4	23	30	1,039,476	1,175,850	136,374	620,337	756,711	253,246,478	3.64%
5	23	31	1,175,850	1,377,145	201,295	756,361	957,656	298,250,904	3.78%
6	23	30	1,377,145	805,282	(571,863)	1,555,433	983,570	304,690,947	3.93%
<b>FY23</b>		<b>365</b>				<b>7,194,702</b>	<b>7,783,606</b>	<b>263,917,375</b>	<b>2.95%</b>
7	23	31	805,282	1,532,061	726,779	214,248	941,027	281,913,169	3.93%
8	23	31	1,532,061	1,344,608	(187,453)	1,077,818	890,365	266,625,901	3.93%
9	23	30	1,344,608	1,380,522	35,914	890,673	926,587	252,288,462	4.47%
10	23	31	1,380,522	1,435,671	55,149	586,797	641,946	239,467,106	3.16%
11	23	30	1,435,671	1,959,761	524,090	410,594	934,684	299,482,374	3.80%
12	23	31	1,959,761	2,103,465	143,704	1,111,911	1,255,615	350,553,325	4.22%
1	24	31	2,103,465	2,406,668	303,203	866,905	1,170,108	322,399,420	4.27%
2	24	29	2,406,668	2,173,492	(233,176)	1,250,497	1,017,321	305,883,826	4.19%
3	24	31	2,173,492	1,954,243	(219,249)	1,269,440	1,050,191	295,362,747	4.19%
4	24	30	1,954,243	2,064,982	110,739	886,080	996,819	285,536,194	4.25%
5	24	31	2,064,982	2,112,045	47,063	1,012,620	1,059,683	305,671,912	4.08%
6	24	30	2,112,045	1,451,792	(660,253)	1,828,756	1,168,503	325,892,052	4.36%
<b>FY24</b>		<b>366</b>				<b>11,406,339</b>	<b>12,052,849</b>	<b>294,256,374</b>	<b>4.10%</b>
7	24	31	1,451,792	2,178,906	727,114	351,878	1,078,992	294,837,015	4.31%
8	24	31	2,178,906	2,485,825	306,919	670,249	977,168	275,119,850	4.18%
9	24	30	2,485,825	1,959,347	(526,478)	1,446,682	920,204	265,892,311	4.21%
10	24	31	1,959,347	1,627,201	(332,146)	1,183,471	851,325	260,017,454	3.85%
11	24	30	1,627,201	1,853,966	226,765	681,797	908,562	310,527,407	3.56%
12	24	31	1,853,966	2,300,683	446,717	774,652	1,221,369	358,211,822	4.01%
1	25	31	2,300,683		(2,300,683)		(2,300,683)		#DIV/0!
2	25	29	0		0		0		#DIV/0!
3	25	31	0		0		0		#DIV/0!
4	25	30	0		0		0		#DIV/0!
5	25	31	0		0		0		#DIV/0!
6	25	30	0		0		0		#DIV/0!
<b>FY25</b>		<b>366</b>				<b>5,108,729</b>	<b>3,656,937</b>	<b>294,100,977</b>	<b>1.24%</b>

# YELLOWSTONE COUNTY INVESTMENT POOL COMPARISON GRAPHS (3 YR REVIEW)

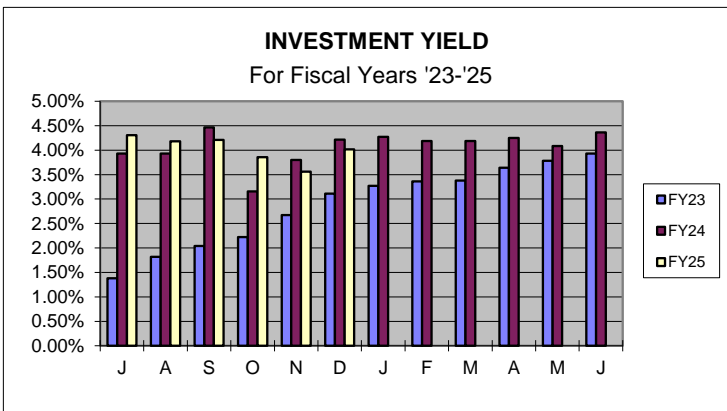
December, 2024



	FY23	FY24	FY25
J	248,908,991	281,913,169	294,837,015
A	232,921,906	266,625,901	275,119,850
S	215,367,222	252,288,462	265,892,311
O	215,709,508	239,467,106	260,017,454
N	237,584,305	299,482,374	310,527,407
D	322,085,064	350,553,325	358,211,822
J	294,135,040	322,399,420	0
F	279,490,547	305,883,826	0
M	264,617,583	295,362,747	0
A	253,246,478	285,536,194	0
M	298,250,904	305,671,912	0
J	304,690,947	325,892,052	0



	FY23	FY24	FY25
J	292,326	941,027	1,078,992
A	360,122	890,365	977,168
S	360,731	926,587	920,204
O	405,904	641,946	851,325
N	521,645	934,684	908,562
D	849,427	1,255,615	1,221,369
J	816,819	1,170,108	0
F	719,540	1,017,321	0
M	759,155	1,050,191	0
A	756,711	996,819	0
M	957,656	1,059,683	0
J	983,570	1,168,503	0
<b>Total</b>	<b>7,783,606</b>	<b>12,052,849</b>	<b>5,957,620</b>



	FY23	FY24	FY25
J	1.38%	3.93%	4.31%
A	1.82%	3.93%	4.18%
S	2.04%	4.47%	4.21%
O	2.22%	3.16%	3.85%
N	2.67%	3.80%	3.56%
D	3.11%	4.22%	4.01%
J	3.27%	4.27%	#DIV/0!
F	3.36%	4.19%	#DIV/0!
M	3.38%	4.19%	#DIV/0!
A	3.64%	4.25%	#DIV/0!
M	3.78%	4.08%	#DIV/0!
J	3.93%	4.36%	#DIV/0!

**YELLOWSTONE COUNTY INVESTMENT POOL  
STIP INVESTMENTS & SD7 Segregated Bond Proceeds Account**

**December, 2024**

Date	Activity POOL	Activity SD7-Laurel ELEM	Activity	Activity	Activity	Activity	NOTE 1				Combined Investment Value	Daily Net Yield	Interest POOL	Interest SD7	TOTAL INTEREST EARNED							
							Fund 7775															
							Balance Seg	Acct-Non	STIP													
							POOL	SD7-Laurel	ELEM													
Beg							106,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	106,000,000.00									
Bal							106,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	106,000,000.00	4.7194098	13,705.68		0.00	0.00	0.00	0.00	13,705.68	
1							106,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	106,000,000.00	4.6510215	14,781.33		0.00	0.00	0.00	0.00	14,781.33	
2	10,000,000.00						116,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	116,000,000.00	4.7227222	15,009.20		0.00	0.00	0.00	0.00	15,009.20	
3							116,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	116,000,000.00	4.6278360	17,243.44		0.00	0.00	0.00	0.00	17,243.44	
4	20,000,000.00						136,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	136,000,000.00	4.6781654	19,353.51		0.00	0.00	0.00	0.00	19,353.51	
5	15,000,000.00						151,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	151,000,000.00	4.6040061	19,046.71		0.00	0.00	0.00	0.00	19,046.71	
6							151,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	151,000,000.00	4.6040061	19,046.71		0.00	0.00	0.00	0.00	19,046.71	
7							151,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	151,000,000.00	4.6040061	19,046.71		0.00	0.00	0.00	0.00	19,046.71	
8	(8,000,000.00)						143,000,000.00	39,955,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.6493491	18,037.61		0.00	0.00	0.00	0.00	18,037.61	
9		(4,560,000.00)					143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.6851222	18,215.26		0.00	0.00	0.00	0.00	18,215.26	
10							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.9437871	19,368.81		0.00	0.00	0.00	0.00	19,368.81	
11							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.6851222	18,355.41		0.00	0.00	0.00	0.00	18,355.41	
12							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.7035410	18,427.57		0.00	0.00	0.00	0.00	18,427.57	
13							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.5411275	17,791.27		0.00	0.00	0.00	0.00	17,791.27	
14							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.5411275	17,791.27		0.00	0.00	0.00	0.00	17,791.27	
15							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	4.6684974	18,290.28		0.00	0.00	0.00	0.00	18,290.28	
16							143,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	143,000,000.00	5.0078473	18,933.78		0.00	0.00	0.00	0.00	18,933.78	
17	(5,000,000.00)						138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.6756899	17,677.95		0.00	0.00	0.00	0.00	17,677.95	
18							138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.6447282	17,560.89		0.00	0.00	0.00	0.00	17,560.89	
19							138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.5995208	17,389.97		0.00	0.00	0.00	0.00	17,389.97	
20							138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.5995208	17,389.97		0.00	0.00	0.00	0.00	17,389.97	
21							138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.5995208	17,389.97		0.00	0.00	0.00	0.00	17,389.97	
22							138,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	138,000,000.00	4.5995208	17,389.97		0.00	0.00	0.00	0.00	17,389.97	
23	8,000,000.00						146,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	146,000,000.00	4.4570110	17,828.04		0.00	0.00	0.00	0.00	17,828.04	
24	7,000,000.00						153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.5792723	19,195.31		0.00	0.00	0.00	0.00	19,195.31	
25							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.5792723	19,195.31		0.00	0.00	0.00	0.00	19,195.31	
26							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.5420218	19,039.16		0.00	0.00	0.00	0.00	19,039.16	
27							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.6121978	19,333.32		0.00	0.00	0.00	0.00	19,333.32	
28							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.6121978	19,333.32		0.00	0.00	0.00	0.00	19,333.32	
29							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.6121978	19,333.32		0.00	0.00	0.00	0.00	19,333.32	
30							153,000,000.00	35,395,830.94	0.00	0.00	0.00	0.00	153,000,000.00	4.3972297	18,432.22		0.00	0.00	0.00	0.00	18,432.22	
31	8,000,000.00	104,636.00					161,000,000.00	35,500,466.94	0.00	0.00	0.00	0.00	161,000,000.00	4.0932311	18,055.07		0.00	0.00	0.00	0.00	18,055.07	
							<b>55,000,000.00</b>	<b>(4,455,364.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>161,000,000.00</b>		<b>558,342.93</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>558,342.93</b>	Accrued total for month
							<u>55,000,000.00</u>	<u>140,806,451.61</u>	<b>NOTE 1</b>					<u>100.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>100.00%</u>	
<b>Pooled Interest Activity</b>							<u>106,000,000.00</u>															
							<u>161,000,000.00</u>															
558,178.65 INTEREST ACCRUED @ EOM															558,178.65	0.00	0.00	0.00	0.00	0.00	558,178.65	Actual-rouning
(252,423.99) INTEREST RECEIPTED CURR MONTH															252,423.99	0.00	0.00	0.00	0.00	0.00	252,423.99	Actually received
<u>252,423.99</u> INTEREST ACCRUED @ PRIOR EOM																						
<u>558,178.65</u> INTEREST EARNED THROUGH EOM-NOT COLLECTED (POOLED ONLY)																						

**NOTE 1:** At the date of transfer of SD7's proceeds to a non-county controlled account, interest will no longer be paid via County activities. We will continue to track the balance, including withdrawals so as to balance with SD and overall cash balances.

NOTE: Yield for STIP for October 2024 -	4.914%
NOTE: Yield for STIP for November 2024 -	4.782%
NOTE: Yield for STIP for December 2024 -	4.616%
NOTE: Yield for STIP for FY22 -	0.321%
NOTE: Yield for STIP for FY23 -	3.712%
NOTE: Yield for STIP for FY24 -	5.386%

**YELLOWSTONE COUNTY  
NONPOOLED (SEPARATE) INVESTMENTS - SD#2 (DEBT SERVICE SINKING FUND & RESERVED)  
December, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ DISCOUNT	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
<b>RESERVED FOR DEBT SERVICE SINKING FUND</b>														
CDARS	WSB-HS QSCB Series 2010	06/13/24	1 yr	06/12/25	6,157,400.36	0.00	0.00	6,157,400.36	4.000%	100.000000	4.000%	ANNUAL		High
CDARS	WSB-EI QSCB Series 2010A	06/13/24	1 yr	06/12/25	1,965,819.14	0.00	0.00	1,965,819.14	4.000%	100.000000	4.000%	ANNUAL		Elem
CDARS	WSB-EIQZAB Series 2010B	06/13/24	1 yr	06/12/25	1,624,643.97	0.00	0.00	1,624,643.97	4.000%	100.000000	4.000%	ANNUAL		Elem
CDARS	WSB-HS QECCB Series 2012	06/13/24	1 yr	06/12/25	2,267,503.01	0.00	0.00	2,267,503.01	4.000%	100.000000	4.000%	ANNUAL		High
CDARS	WSB-QZAB Series 2012A	06/13/24	1 yr	06/12/25	2,723,403.39	0.00	0.00	2,723,403.39	4.000%	100.000000	4.000%	ANNUAL		Elem
CDARS	WSB-QECB Series 2012C	06/13/24	1 yr	06/12/25	2,731,502.51	0.00	0.00	2,731,502.51	4.000%	100.000000	4.000%	ANNUAL		Elem
<b>SUBTOTAL - SEPARATE INVESTMENTS -DEBT SERVICE</b>					<b>17,470,272.38</b>	<b>0.00</b>	<b>0.00</b>	<b>17,470,272.38</b>						
<b>BOND SALE PROCEEDS</b>														
					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>						
TOTAL INVESTABLE CASH:					<b>17,470,272.38</b>	<b>0.00</b>	<b>0.00</b>	<b>17,470,272.38</b>						
								17,470,272.38						cross foot
								0.00						
								17,470,272.38						Daily Activity
								0.00						
								9,045,369.01						Elem
								8,424,903.37						HS
								<u>17,470,272.38</u>						Total

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank

**YELLOWSTONE COUNTY  
NONPOOLED (SEPARATE) INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND & RESERVED)  
December, 2024**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ DISCOUNT	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
<b>INVESTMENTS - SD#24 (RESERVED)</b>														
					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>						
<b>INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND)</b>														
CDARS	WESTERN SEC. BANK	06/13/24	1 year	06/12/25	8,601,049.84	0.00	0.00	8,601,049.84	4.000%	100.000000	4.000%	ANNUAL		(1)
<b>SUBTOTAL - SEPARATE INVESTMENTS</b>					<b>8,601,049.84</b>	<b>0.00</b>	<b>0.00</b>	<b>8,601,049.84</b>						
TOTAL INVESTABLE CASH:					<b>8,601,049.84</b>	<b>0.00</b>	<b>0.00</b>	<b>8,601,049.84</b>						
								8,601,049.84						cross foot
								0.00						
								8,601,049.84						Daily Activity
								0.00						

Note1: Sinking fund for debt service. Bank combined two investments now that both termed in 2020, and were re-invested for 1 yr going forward.

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank

B.O.C.C. Regular

Meeting Date: 01/14/2025

Title: Response to Audit Findings - January 7, 2025

Submitted By: Amy Mills

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TOPIC:

December 16 - December 31 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

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Attachments

Audit Findings

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# PAYROLL AUDIT

## December 16 to December 31, 2024

Date: 1/6/2025

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
16/25	Beagle, Justyce	Clerk of Court	8 hrs sick used missing from used column employee summary
1/6/25	Joki, Mikelle	Clerk of Court	Correct vacation hours s/b 26.75, Update accruals
1/6/25	Wahl, Bernadette	Clerk of Court	Correct sick hrs s/b 2, Update accruals
1/6/25	Thompson-Irish, Autumn	CA	Remove sick leave from payroll journal
1/6/25	Shepherd, Elizabeth	Detention	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Smith, Chance	Detention	Remove 8 hrs WHP, OT W diff s/b 8.25 hrs, Shift diff s/b 80 hrs
1/6/25	Valdez, Jason	Detention	Remove salary and add 38.40 vac used (hourly rate), Update accruals
1/6/25	Williams, Rylee	Detention	Description for 16 hrs @24.33 s/b vacation
1/6/25	Yogodzinski, Steve	IT	16 hrs sick and 32 hrs vac used missing from used column employee summary
1/6/25	Johnson, Samantha	Metra	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Hays, Wendell	Public Works	Remove 96 hrs from payroll journal, Update accruals
1/6/25	Heinzeroth, Cory	Public Works	Remove 96 hrs from payroll journal, Remove Accruals (no pay)
1/6/25	Belden, Jackie	Treasurer	Remove 96 hrs from payroll journal (no record of hours worked)
1/6/25	Breland, Beverly	Treasurer	Correct sick hrs s/b 4.75, Update accruals
1/6/25	Peters, Henry	Treasurer	Add vac and sick term payout (Elected Official 1/1/25)
1/6/25	Music, Caleb	Weed Control	Add sick 34.05 hrs, Add 36.37 comp hrs, Update accruals