

USE AGREEMENT FOR STEWART PARK PIRTZ FIELD

THIS USE AGREEMENT, made and entered this 1/23/2023, by and between the following: THE CITY OF BILLINGS, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as "City", and THE BILLINGS AMERICAN LEGION BASEBALL, a non-profit corporation, hereinafter designated as the "BALB";

RECITALS

WHEREAS, the City owns the premises known as Stewart Park (54+ acres), which includes Pirtz Field, that has been developed as an open park space, multi-use trail, multi-use sports complex, and special events complex;

WHEREAS, the conception, construction, and maintenance of Stewart Park, excluding Pirtz Field has been funded by public funds provided by the City of Billings and through user fees and private donations;

WHEREAS, BALB has been established with its mission to promote youth baseball in Billings having won the state championship in 1930 and has raised funds for the construction of Pirtz Field in the 1995;

WHEREAS, BALB has funded the costs of constructing (over \$250,000) and maintaining (approximately \$10,000/year since 1995) Pirtz Field as well as investing in any and all improvements such as batting cages (approximately \$30,000) and artificial turf (\$270,000 in 2019) on the infield since Pirtz Field was founded;

WHEREAS, the conception, construction, and maintenance of Pirtz Field has been funded by private funds provided by BALB, it's alumni, youth baseball players, and community donations,

WHEREAS, BALB cooperates with and is supported by the Billings Parks and Recreation Department of the City of Billings,

WHEREAS, Pirtz Field is home to 6 different BALB teams that play at 3 different levels of legion baseball throughout the state of Montana.

WHEREAS, Within the Billings City Council approved Parks, Recreation and Public Lands Comprehensive Parks Recreation Master Plan from 2017, there is a requirement that agreements with all user groups, like BALB be formalized with a use agreement;

WHEREAS, the City has spent over \$1,000,000 on mowing, irrigation and trash removal at Stewart Park since Stewart Park was developed

WHEREAS, in 2016, the City spent \$19,680 on replacing the intake structure in the ditch in order to provide a consistent flow of irrigation water to the park;

WHEREAS, Stewart Park is a "multi-use" park that serves as the "home" for adult, youth and high school softball programs, BALB, and Little League programs;

WHEREAS, the BALB was established with its mission to promote and sponsor American Legion Baseball programs;

NOW THEREFORE, the Parties agree as follows:

1. **Scope:** This agreement shall relate to the scheduling, maintenance, and further development of Pirtz field. Stewart Park and Pirtz Field shall at all times remain a public park available for public use consistent with this Agreement and City policies and regulations. All development and operation of Stewart Park will comply with all applicable provisions of the Land and Water Conservation Funds as set forth in Exhibit "A" attached hereto and incorporated by this reference and City ordinances and regulations including any future amendments thereto.
2. **Agreement Monitoring and Budget For Stewart Park Operations:** The management and operation of Pirtz Field by BALB will be subject to an annual review by City Staff. Such review will include financial statements of BALB as they relate to Pirtz Field, maintenance performance, park usage and activities, capital improvements, facilities maintenance, and future programs. On or before the last Monday before Thanksgiving of each year, BALB shall submit an annual budget to the City Council for approval, setting forth the anticipated expenditures for the operation of Pirtz Field at Stewart Park. The City Council shall review and consider approving the proposed budget on or before the last regularly scheduled meeting in December of each year.
3. **Term:** The term of this Agreement shall be for one calendar year commencing upon the date of its execution (Anniversary Date) by the parties. This Agreement shall renew automatically for additional one-year terms for up to five years upon the Anniversary Date unless terminated by one of the parties as specified herein. During these five one-year terms the agreement may be amended as mutually agreed. After the five-year period the parties will review this agreement and renew the agreement for up to five additional one-year terms.
4. **Premises:** The portion of Stewart Park covered by this Agreement shall include Pirtz Field, including the perimeter fence and all area inside the fence, which includes the field, the batting cages, both bullpens, the bleachers, scorer's booth, outbuildings, field lights and concessions stand and the scoreboard which is located just outside the fence, as shown in **Exhibit "B"** attached hereto and incorporated herein by this reference. Stewart Park is located approximately south of Central Avenue, east of Stewart Park Road, in Billings, Montana.
5. **Termination:** Either party may terminate this agreement by providing the other notice of their intent to terminate at least ninety (90) days in advance of the Anniversary Date. Said notice shall be in writing and delivered to the other party in accordance with the notice provision hereof. Upon termination, BALB shall have a duty to leave the Premises in a condition similar to that of the Premises upon the execution of this agreement.
6. **Reports:** BALB shall submit an annual report and financial statement to the City on or before of the ensuing November meeting of the Parks Recreation and Cemetery Board for each year covered by this agreement, including a proposed operating budget for the coming fiscal year showing anticipated revenues and expenditures for review by the City. BALB's fiscal year is October 1-September 30.
7. **BALB'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement, the BALB shall have the following rights and duties:

7.1. **Nonprofit:** BALA shall at all times remain recognized by the State of Montana as a nonprofit organization and provide the City proof of status:

7.2. **Schedule:** During the term of this agreement, the BALB shall have the exclusive right to schedule Pirtz Field and concession building located at Stewart Park including subletting the field to other users utilizing the use process described herein.:

7.3. **Maintenance Responsibilities:** BALB will at minimum ensure the following:

7.3.1. Maintain in good repair the buildings, fencing and bleachers as identified in **Exhibit B**;

7.3.1. Maintain the signage, scoreboard, lights, provide infield maintenance pursuant to manufacturer's standards, playing field layout and marking, and the batting cages;

7.3.2. Provide for the playing field turf maintenance and horticultural practices including fertilization and aerification of the playing field under BALB control and the application of turf grass weed control and turf maintenance cultural treatments thereon as necessary to maintain healthy turf; and make repairs incidental to wear and tear on the playing fields;

7.3.3. Provide for the mowing of the field, as needed to maintain an acceptable playing height during scheduled Baseball use;

7.3.4. Provide regular cleanup of the premises following scheduled uses, to include picking up litter within the fence and surrounding areas contiguous to the playing fields and depositing all litter into appropriate garbage receptacles provided by the City. If litter is not picked up in a timely manner after scheduled activities the City has the authority to pick up the litter and charge BALB;

7.3.5. BALB may contract with the City to perform any of its non-turf maintenance responsibilities described above and any additional non-turf maintenance that it should elect to undertake;

7.3.6. BALB shall contract only with the City to perform all turf related responsibilities described in Section 7.3.2 above;

7.3.7. BALB may employ a facilities manager/director/or administrator whose responsibility, among others, will be to facilitate and coordinate BALB's duties under this agreement.

7.4. **Utilities:** BALB shall be responsible for all utility costs associated with the Pirtz Field Premises with the exception of water and electrical service related to the irrigation of Pirtz Field.

7.5. **Restroom Facilities:** When permanent restroom facilities are unavailable, BALB shall provide for placement of adequate portable toilet units within the fence in **Exhibit B** except when no organized activities or events are scheduled.

7.6. **Fees and Charges:** BALB may establish and charge fees and expenses, including but not limited to:

7.6.1. Special event fee for all approved and scheduled uses, including sport camps and schools, and other sporting, cultural, recreational events, and special events;

7.6.2. A fee for each individual and/or organization for each approved use permit applied for based on the current schedule of uses approved by BALB. Any such fee shall be equally applied, charged and collected from all users, groups, organizations, or entities, public or private;

7.6.3. Events scheduled by the City must be approved by BALB and shall not be subject to any fee established by BALB, except for the costs incurred by BALB directly attributable to that event, including the costs of, field layout, chalking and damage associated with any event.

7.7. **Improvements:** BALB shall have the right to improve Pirtz Field in accordance with the Stewart Park master plan as currently adopted or amended;

7.7.1. Improvements not contained in the Stewart Park Master Plan must first be added to the Stewart Park Master Plan through the Parks and Recreation Department's Park Master Plan policy. In all cases, BALB and the City mutually agree to notify each other of any proposed new improvement or development sufficiently in advance, fourteen calendar days minimum, to allow a reasonable time for each to review and approve preliminary plans or proposals.

7.7.2. Any project greater than \$10,000 that is not considered replacement of existing elements will be awarded and managed by the City. For all other projects under \$10,000, BALB must secure all applicable permits and authorizations under municipal, state, and federal law for any improvement under its control;

7.7.3. All improvements made to Pirtz Field in accordance herewith will become property of the City upon completion.

7.8. **Concessions:** BALB shall have the right and responsibility for operation of any and all concessions associated with Pirtz Field during BALB scheduled uses and events. The City will be required to operate its own concessions for City sponsored events and will receive all revenue from City-sponsored events. Concessions shall include all food and beverage items as well as any other products or goods to be sold or served within Pirtz Field. With the City's written approval BALB shall have the right to:

7.8.1. Assign its right to operate any and all concessions to other groups, organizations, or entities with the City's written permission;

7.8.2. Enter into long term written agreements of 12 months or more with vendors for concessions;

7.8.3. Contract in whole or in part any concession services associated with Pirtz Field or to operate through its own employees or members or users with the City's permission;

7.8.4. Long term contracts or agreements of 12 months or more entered into between BALB and third parties under Section 7.6.2 above for concessions shall be in writing. All concessions shall comply with all applicable City or State of Montana Health, Fire and Building Codes, including signage and shall comply with all existing and/or future policies adopted by the City relating to the operations of concessions. Each concessionaire shall provide proof of liability insurance and indemnification as described in Section 15.

7.8.5. Long term contracts or agreements of 12 months or more entered into between BALB and third parties under Section 7.6.2 shall include an advertised notice soliciting RFP's from interested vendors appearing at least one full week in the local paper with the highest circulation and at least once in the appropriate trade publication; be designed to solicit responses from multiple potential vendors; be free from specifications, qualifications, or requirements that bias the process toward or against a specific vendor:

7.8.6. All long term agreements shall be reviewed and approved as to form by the City Attorney;

7.9. **Naming:** During each one year term of agreement BALB shall submit naming and memorial contribution opportunity requests and recommendations to the City for its approval to name and designate field spaces, buildings, and other structures and amenities at Pirtz Field for review under the PRPL park naming policy;

7.9.1. BALB shall not submit a proposal to name any feature using the name of a corporation, organization, or product detrimental to the health and welfare of children, including but not limited to alcohol or tobacco products or producers, gaming organizations, or purveyors of pornography;

7.9.2. BALB shall be responsible for recognizing and maintaining those names and designations during the term of this agreement.

8. **Advertising Sales:** BALB has the exclusive right to sell advertising rights, space and opportunities within the facility and retain all revenue from such sales, including but not limited to signage, banners, scoreboard advertising, displays, announcements, program advertisements and product placements.

9. **CITY'S RIGHTS & DUTIES:** In addition to the other provisions of this agreement and those provided by law, the City shall have the following rights and duties:

9.1. **Maintenance Responsibilities:** The City will:

9.1.1. Provide for the timely and regular irrigation of Pirtz Field including trees, shrubs, and other plantings;

9.1.2. Control weed growth on fences, along curb lines, and walkways;

9.1.3. Maintain, all city sewer lines, water lines, and underground or overhead electrical lines, electrical services, curbs, gutters, and walkways;

9.1.4. Empty all dumpsters serving Stewart Park and Pirtz Field as needed;

9.1.5. Activate all water lines and plumbing at the earliest appropriate time in the spring, winterize and disconnect the same in the fall;

9.1.6. Be responsible for all tree care including; pruning, planting, removal, and inventory.

9.2. **Utilities:** The City shall be responsible for water service and electrical service, and all utilities related to irrigation of Stewart Park and Pirtz Field.

9.3. **Restroom Facilities:** The City shall be responsible for activating permanent restroom facilities in the Spring and winterizing them in the Fall at the Park restroom facilities.

9.4. **Cost Reimbursement:** Any expenses incurred by BALB attributable to an event scheduled by the City shall be reimbursed to BALB.

9.5. **Concessions:** The City shall honor all contracts or agreements entered into by BALB, including contracts for concessions, in existence at the time of any notice of termination provided hereunder; however, City is under no obligation to honor any changes to such agreements after the notice of termination.

9.6. **Naming:** Upon termination of this agreement, physical features named and designated by BALB during the agreement shall also terminate and shall no longer remain in effect and City shall not be responsible for recognizing and maintaining the names and designation assigned by BALB to physical features in the Park

9.7. **Right of Entry and Inspection:** Nothing herein shall interfere with the City's right to enter and inspect the premises for any purpose consistent with this agreement or with the City's operation and maintenance of public park facilities.

9.8. **Use Requests:** All requests for use by the City and any person or organization shall be submitted to BALB in writing for approval at least fourteen (14) days prior to the proposed event unless a shorter period is approved by BALB. Approval or disapproval of all proposed uses shall be the responsibility of BALB and communicated to the event requestor within seven (7) days of receiving the event request unless a shorter period is approved by the requestor and BALB. BALB shall provide the City Parks and Recreation Department with all approved use requests a minimum of seven (7) days prior to the approved use request. BALB will facilitate ALL non-City use of Pirtz Field.

10. **PROCEEDS:** The parties agree that the proceeds (defined as gross proceeds from all user fees, concession revenue, and any other payments, donations, grants, or contributions related to Pirtz Field or activities conducted at Stewart Park) from the operation of the Pirtz Field shall be applied according to the following priorities:

10.1. To BALB's administrative costs and expenses;

10.2. To fulfill BALB's maintenance responsibilities, under 7.2;

10.3. To the City's costs to fulfill its maintenance responsibilities under 8.1;

10.4. Finally, any remainder shall be provided to the City for future operation and maintenance costs of Pirtz Field. Funds provided to the City under this paragraph will be separately accounted for and tracked to ensure that they are expended in accordance herewith.

11. **NOTICE:** The BALB shall at all times maintain a mailing address, phone number, and designated agent accessible to the public and the City for resolution of issues relating to this agreement and to receive notices associated therewith. The BALB shall notice the City with any changes in contact information prior to the effective date of that change.

12. **ASSIGNMENT:** This Agreement is not assignable by the BALB in whole or in part without the prior written approval of the City.

13. **NON-DISCRIMINATION:** The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this facility shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

14. **BREACH:** Should this Agreement be violated, a notice thereof in writing shall be issued by the party asserting a breach to the other party; and if said breach is not corrected within thirty (30) days of said notice (the cure period), or such other reasonable period of time as the parties may agree; then this Agreement may be terminated at the option of the party wronged through a written notice of such provided at the end of the thirty (30) day cure period. However, In the event of a dispute regarding any asserted breach, the parties agree to meet in a timely fashion to attempt resolution of the asserted breach. If the parties are not able to resolve said breach or reach agreement regarding such, the parties agree to mediate the dispute prior to initiating any proceeding to terminate this Agreement based upon the alleged breach. Each party will be responsible for the payment of one-half of the mediator's costs. If mediation fails to resolve the dispute, then either party may pursue termination and all other available remedies including but not limited to litigation.

15. **ATTORNEY'S FEES and COSTS:** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms on conditions of the Agreement, then the prevailing party shall be entitled to a reasonable attorney's fee and costs, including in-house counsel.

16. **INDEMNIFICATION/INSURANCE:**

16.1. The BALB shall require that all organizations sign the agreement that will indemnify, defend and hold BALB and the CITY harmless from, and against all claims, liabilities, damages; losses and expenses arising out of or resulting from such organization's negligent or intentional acts or omissions or those of any sub-contractor, agent, or anyone directly or indirectly volunteering for or employed by them.

16.2. BALB shall provide proof of liability insurance for all of its own programs and events in the minimum amount of \$1,500,000 each occurrence naming the CITY as an additional, non-contributory insured. The BALB shall also require that each additional organization using the Stewart Park complex and/or providing concessions Premises carry minimum liability insurance in the amount of one million five hundred thousand and no/100 Dollars (\$ 1,500,000) each occurrence (Montana Code Annotated Section 2-9-108(1)). Each organization shall provide BALB a current Certificate of Insurance naming both BALB and the City of Billings as additional insured parties. BALB shall routinely provide a copy of said certificates to the City for each event.

17. **AMENDMENTS and ADJUSTMENTS:** The parties shall also have the right to mutually renegotiate the terms and conditions herein on an annual basis upon either party's request. The parties hereby agree that any amendments or modifications to this Agreement or any provisions herein shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 1/23/2023.

CITY: CITY OF BILLINGS, a Montana Municipal Corporation

By: William Cole
2CA11D5423334EE...
William Cole, Mayor

ATTEST:

By: Denise R. Bohlman
DocuSigned by:
D503C2218DC34E0
City Clerk

BALB: THE BILLINGS AMERICAN LEGION BASEBALL ASSOCIATION, a Montana Municipal Corporation

By: Jeffery S. Ballard
President BALB

Montana Fish, Wildlife & Parks

NEWS LINKS SEARCH CONTACT US FAQ PUBLIC NOTICE

Land & Water Conservation Fund

PROGRAM REQUIREMENTS

IMPORTANT! REVIEW THESE REQUIREMENTS BEFORE PROCEEDING WITH YOUR APPLICATION.

When local sponsors sign an agreement accepting LWCF program funds, they assume responsibility of complying with several program requirements. These requirements are in several areas. The first is the grant agreement itself. The agreement is in fact a contract. The program requirements are legally identified in the general provisions included in the contract agreement.

Program requirements may also be contained in the existing state and federal laws that apply to the program. The following is a brief discussion of the program requirements, which are contained in these state and federal laws with which the local sponsor must comply.

- 1. CONTRACTS AND BIDDING.** Local sponsors receiving grants through the LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.
- 2. MAINTENANCE.** All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.
- 3. OPERATION AND USE.** All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the needs of the year.
- 4. FEES.** Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. A different fee may be charged to residents or non-residents as long as the non-resident fee does not preclude use by non-residents.
- 5. CONVERSION OF PROPERTY.** Any lands acquired or developed with LWCF funds cannot be converted to any other use without the permission of Montana Fish Wildlife & Parks (FWP) and the National Parks Service (NPS). Any sale, lease, or easement of any portion or all of the property assisted with these funds cannot be given until FWP has approved the proposed transaction.
- 6. OVERHEAD POWERLINES.** All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. All lines must be underground. The sponsor may be required to provide cost data to evaluate the disposition of proposed or existing electrical or communication lines.
- 7. RETENTION OF RECORDS.** All documents used to substantiate your financial claims through the program must be retained for 3 years from the time of the project completion. This could include invoices, cancelled checks, contracts and bid specifications.
- 8. ACCESSIBILITY--COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).** It is necessary for all projects to comply with ADA and other civil rights regulations. This act requires that all aspects of each project be accessible (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation by able-bodied citizens.

passport
Your ticket to adventure in Big Sky Country!
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disabled citizens.

9. FINANCIAL REIMBURSEMENT. All payments and contracts must be processed through the local (unit of government) financial system.

10. NATURAL AND CULTURAL RESOURCES. All projects must satisfy the Environmental Policy Act (NEPA) and the Montana Environmental Policy Act (MEPA). Sponsors must complete a MEPA-NEPA Environmental Analysis checklist. All projects must assess potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, etc.). In addition, projects are obliged to comply with historic preservation requirements--the State Historic Preservation Officer must review all LWCF projects.

11. PROJECT START UP. No project construction may begin or any land acquisition agreement has been executed between FWP and the local sponsor.

12. INSPECTIONS. The purpose of inspections is to monitor the compliance with requirements, which rests with the sponsor. The sponsor, after completing a questionnaire, must perform inspections. FWP and NPS reserve the right to conduct inspections. You will be contacted in person or by letter if a problem is noted.

Please feel free to call the Helena Headquarters of Montana State Parks for any questions or concerns at (406) 444-3750.

EXHIBIT "A"

**Land & Water Conservation Fund (LWCF) Local
Community Grants**

Please review these requirements before proceeding with your application.

When local sponsors sign an agreement accepting LWCF program funds, they assume the responsibility of complying with a number of program requirements. These requirements are found in several areas. The first is the grant agreement itself. The agreement is in fact a contract, and program requirements are legally identified in the general provisions included in the body of the agreement.

Program requirements may also be contained in the existing state and federal laws that authorize the program. The following is a brief discussion of the program requirements, which originate in these state and federal laws, with which the local sponsor must comply. Please also consult the Fact Sheet available online at [Recreation Grants, Land & Water Conservation Fund](#).

1. Contracts and Bidding-Local sponsors receiving grants through the federal LWCF program must comply with applicable state and federal requirements regarding contracts and bidding.
2. Maintenance-All areas acquired or developed with LWCF must receive adequate maintenance to ensure continuing public use in a safe and sanitary manner.
3. Operation and Use-All areas acquired or developed with LWCF funds must be open to all people during reasonable hours of operation. Hours of operation should be determined according to the type of area or facility being operated and in relation to the seasons of the year.
4. Fees-Reasonable user fees may be charged by the sponsor to offset operation and maintenance costs. Sponsors may charge a higher fee to non-residents as long as the higher fee is realistic, and does not preclude use by non-residents.
5. Conversion of Property-Lands acquired or developed with LWCF funds must be kept open to the public for outdoor recreation and maintained in perpetuity. In rare instances, a portion of an LWCF site may be converted to another use with permission of Montana Fish Wildlife & Parks and the National Park Service. However, such a conversion triggers Section 6(f) of the federal Land and Water Conservation Act of 1965. There are many rules and regulations guiding such conversions. In all cases, the sponsor will be required to purchase mitigation property of equal fair market value and recreational usefulness as a replacement.
6. Overhead Powerlines-All electrical or communication lines must be installed underground. Existing lines must be buried, removed or relocated as necessary. Future lines must be underground. The sponsor may be required to provide cost data to evaluate disposition of proposed or existing electrical or communication lines.

ArcGIS Web Map





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2022

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: Tyler Lantz PHONE (A/C, No, Ext): 1-800-441-3994 x5864 or x5053 FAX (A/C, No): 1-260-459-5120 E-MAIL ADDRESS: american.legion.baseball@kandkinsurance.com PRODUCER CUSTOMER ID:														
INSURED The American Legion, American Legion Departments and Teams Billings Royals 1822 Walter Creek Blvd. Billings, MT 59101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Insurance Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19455</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Insurance Company	11991	INSURER B: National Union Fire Ins Co Pittsburgh PA	19455	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** W02134210 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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 The certificate holder named below is named as an additional insured under the policy but only as respects to the operation of the named insured. The inclusion does not increase the limit of liability under the policy.
 See Attached Additional Remarks Schedule

CERTIFICATE HOLDER City of Billings 9th Ave. PO Box 1178 Billings, MT 59101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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AGENCY CUSTOMER ID:
LOC #**ACORD**TM**ADDITIONAL REMARKS SCHEDULE****Page 1 of 1**

AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804		NAMED INSURED The American Legion, American Legion Departments and Teams Billings Royals	
POLICY NUMBER 6LKRO0000009039600			
CARRIER National Casualty Insurance Company	NAIC CODE 11991	EFFECTIVE DATE: 03/21/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE Certificate of Liability Insurance

Coverage is provided to the Named Insured under the policy for baseball operations and activities that are scheduled, sanctioned, approved, organized, and supervised by the insured that includes but not limited to tryouts, practices, clinics, operation of concession stands at covered activities, games, tournaments including American Legion sanctioned tournaments and tournaments sanctioned by other governing bodies, fund raising drives, field maintenance, event set-up and tear-down periods, parades in which the covered team participates, awards banquets, conferences, ceremonies and meetings.
(Owner/Lessor of Premises)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: Tyler Lantz PHONE (A/C, No, Ext): 1-800-441-3994 x5864 or x5053 FAX (A/C, No): 1-260-459-5120 E-MAIL ADDRESS: american.legion.baseball@kandkinsurance.com PRODUCER CUSTOMER ID:														
INSURED The American Legion, American Legion Departments and Teams Billings Scarlets 3001 E. Copper Ridge Loop Billings, MT 59106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty Insurance Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19455</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty Insurance Company	11991	INSURER B: National Union Fire Ins Co Pittsburgh PA	19455	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** W02139824 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6LKRO0000009039600	03/29/2022 1:07 PM EDT	03/01/2023 12:01 AM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td style="text-align: right;">\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000	LEGAL LIAB TO PARTICIPANTS	\$2,000,000
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CERTIFICATE HOLDER City of Billings 210 N. 27th Street Billings, MT 59101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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AGENCY CUSTOMER ID:
LOC #**ACORD**TM**ADDITIONAL REMARKS SCHEDULE****Page 1 of 1**

AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804		NAMED INSURED The American Legion, American Legion Departments and Teams Billings Scarlets	
POLICY NUMBER 6LKRO0000009039600			
CARRIER National Casualty Insurance Company	NAIC CODE 11991	EFFECTIVE DATE: 03/29/2022	

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(Owner/Lessor of Premises)

City Council Regular

Date: 12/19/2022
Title: Billings American Legion Baseball Use Agreement
Presented by: Pigg Michael, Superintendent
Department: Parks/Rec/Public Lands
Presentation: No
Legal Review Yes

RECOMMENDATION

The Parks and Recreation Department recommends the approval of the agreement between the City and Billings American Legion Baseball.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

The City of Billings 2017 Parks Comprehensive Plan recommends that the Parks and Recreation Department formalize agreements with Partners and user groups. This agreement is consistent with agreements the Department has with other user groups. This agreement formalizes the relationship between the city of Billings Parks and the Billings American Legion Baseball (BALB) for care and maintenance of Pirtz field at Stewart Park and the responsibilities of both parties. Parks Staff worked closely with the BALB Board of Directors in the creation of the agreement, and have all agreed with the content. The Parks and Recreation Advisory Board has voted to recommend to Council to approve this agreement. This agreement protects both the Citizens of Billings and the BALB.

STAKEHOLDERS

The Stakeholders in this agreement are the City of Billings and Billings American Legion Baseball.

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

There are no fiscal effects to this agreement.

SUMMARY

This agreement has been approved by both the Legion Baseball Association, the Parks and Recreation Department and the Park and Recreation Advisory Board recommend the approval of the agreement. The agreement protects both the Legion Baseball Association and the City of Billings.

Attachments
Agreement

Certificate Of Completion

Envelope Id: 5A633FD8D80943D39AAEE4AD456127B8

Status: Completed

Subject: Contract for signatures: Use Agreement between the City and Billings American Legion.

Source Envelope:

Document Pages: 20

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mike Pigg

AutoNav: Enabled

piggm@billingsmt.gov

Enveloped Stamping: Enabled

IP Address: 161.7.21.113

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Mike Pigg

Location: DocuSign

1/17/2023 1:26:53 PM

piggm@billingsmt.gov

Signer Events

Signature

Timestamp

Liz Kampa

Completed

Sent: 1/17/2023 1:41:42 PM

kampal@billingsmt.gov

Viewed: 1/18/2023 11:56:58 AM

City Administrator

Signed: 1/18/2023 11:57:19 AM

City of Billings

Using IP Address: 161.7.21.31

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Thomas Pardy

Completed

Sent: 1/18/2023 11:57:23 AM

pardyt@billingsmt.gov

Viewed: 1/19/2023 10:09:18 AM

Deputy City Attorney

Signed: 1/19/2023 10:09:26 AM

Security Level: Email, Account Authentication (None)

Using IP Address: 161.7.21.98

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William A Cole

DocuSigned by:

Sent: 1/19/2023 10:09:30 AM

coleb@billingsmt.gov

William A Cole
2CA11D5423334EE...

Viewed: 1/20/2023 6:00:58 AM

Mayor

Signed: 1/23/2023 3:59:16 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 72.175.160.94

Electronic Record and Signature Disclosure:

Accepted: 12/3/2020 8:46:12 AM

ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a

Denise R. Bohlman

DocuSigned by:

Sent: 1/23/2023 4:06:40 PM

bohlmand@billingsmt.gov

Denise R. Bohlman
D503C2218DC34F0...

Viewed: 1/23/2023 4:12:23 PM

City Clerk

Signed: 1/23/2023 4:16:04 PM

City of Billings

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 161.7.21.24

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Liz Kampa kampal@billingsmt.gov City Administrator City of Billings Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 161.7.21.31	Sent: 1/23/2023 3:59:22 PM Viewed: 1/23/2023 4:06:40 PM
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/23/2023 4:12:23 PM
Signing Complete	Security Checked	1/23/2023 4:16:04 PM
Completed	Security Checked	1/23/2023 4:16:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Billings:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kampal@billingsmt.gov

To advise Carahsoft OBO City of Billings of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kampal@billingsmt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Billings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kampal@billingsmt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Billings

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kampal@billingsmt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.