

OFFICIAL AGENDA
TUESDAY October 18, 2022
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Minutes

REGULAR AGENDA

9:30 a.m. PRESENTATION

Introduction of Ray Milano - National VBOC Director

9:30 a.m. BID OPENING

Nine New Motor Graders for the Public Works Department

9:30 a.m. PUBLIC HEARING

- a. Resolution 22-95 of Intent to Abandon Portions of 82nd Street West and Rosebud Drive
- b. Resolution 22-96 of Intent to Abandon a Portion of Barry Drive

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. PLANNING DEPARTMENT

Shop World Condos Subdivision - Preliminary Major Plat

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

- a. Acceptance of Agricultural Covenant for Tract 1 of an Unnumbered COS for Brown Family Farms, LP.
- b. Agricultural Covenant for Tract 2A-1-A, Amended Tract 2A -1, of Amended Tracts 2A and 2B of Amended Tract 2, COS 1115

2. COMMISSIONERS

- a. Board Reappointments - Brandy Dangerfield & Pam Ask to Lockwood Pedestrian Safety District Advisory Board/ Oscar Heinrich Jr. to Tax Appeal Board/ Dennis Cook to City/County Planning Board/ Mike Boyett to Youth Services Center Board
- b. Board Openings - Updated List
- c. CDBG Planning Grant Application

3. EMERGENCY AND GENERAL SERVICES

Community Wildfire Defense Grant (CWDG) Application

4. **FINANCE**

- a. Facilities Contract with Allied Mechanical for Western Heritage Center HVAC Improvements
- b. Heart Grant-BH Jail Services
- c. Memorandum of Understanding DPHHS MBCC COAP, MCCC RSAT GRANTS-SBS
- d. Memorandum of Understanding MBCC COAP, MBCC RSAT Grants SBS
- e. Memorandum of Understanding MBCC MBCC COAP, MBCC RSAT Grants
- f. Memorandum of Understanding DPHHS Grants RR - SOARS III
- g. I.T. Department Request to Expend - Expansion Enclosure

5. **PUBLIC WORKS**

Agreement for RR Crossing Improvements with MDT/ BNSF for Shorey Road

FILE ITEMS

1. **AUDITOR**

Payroll Audit - September 16 to September 30, 2022

2. **COMMISSIONERS**

Quorum Notice 10/6/22

3. **FINANCE**

ARPA SLFRF Compliance Report

4. **HUMAN RESOURCES**

- a. September 16 - September 30 Payroll Audit
- b. MFPE Negotiation/Mediation Update

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 10/18/2022

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Introduction of Ray Milano - National VBOC Director

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

B.O.C.C. Regular

Agenda Item

Meeting Date: 10/18/2022

Title: Bid Opening for Nine New Motor Graders

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Nine New Motor Graders for the Public Works Department

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

Agenda Item a.

Meeting Date: 10/18/2022

Title: Resolution 22-95 of Intent to Abandon Portions of 82nd Street West and Rosebud Drive

Submitted By: Mike Black

TOPIC:

Resolution 22-95 of Intent to Abandon Portions of 82nd Street West and Rosebud Drive

BACKGROUND:

n/a

RECOMMENDED ACTION:

Approve resolutions with conditions

Attachments

Resolution of Intent to Abandon

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 22 – 95

Resolution of Intent to Abandon Portions of 82nd Street West and Rosebud Drive

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, 82nd Street West and Rosebud Drive are dedicated public roads in Pike Subdivision. Pike Subdivision, Doc. No. 938746, filed on 29 June 1973. Neither 82nd Street West nor Rosebud Drive have been constructed. The Yellowstone County Board of County Commissioners has the authority to manage the roads, including the authority to abandon portions of the roads. On June 10, 2022, the Board received a petition to abandon the portion of the right-of-way for 82nd Street West in Pike Subdivision and a portion of the right-of-way of Rosebud Drive in Pike Subdivision from Las Palmas LLC who owns the lots in the Subdivision affected by the proposed abandonments. Las Palmas would like to reconfigure the Subdivision from residential to commercial use. Las Palmas is the only landowner affected by the abandonment. The Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonments. On 6 September 2022, the Board appointed a Board of Viewers. On 4 October 2022, the Board of Viewers submitted a report on the proposed abandonments. The Board of Viewers' Report recommended that the Board abandon the portions of the roads with conditions. On 4 October 2022, the Board set a public hearing on the proposed abandonments for 18 October 2022. On 7 October 2022 and 14 October 2022, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. The Board also sent notice of the hearing to the landowners that abut the proposed abandonments.

WHEREAS, on 18 October 2022, the Board held a public hearing on the proposed abandonments. The Board heard comments on the proposed abandonments and considered the Board of Viewer's recommendation. The Board determined that it would be in the best interest of the public to abandon portions of the roads. The portions of the roads were not constructed and are no longer needed.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to abandon the portions of 82nd Street West and Rosebud Drive as indicated in the petition on the conditions Las Palmas file an amended plat reconfiguring the lots in the subdivision. Once Las Palmas has complied with the conditions, the Board will pass a resolution that abandons the portions of the roads.

Passed and Adopted on the 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item b.

Meeting Date: 10/18/2022

Title: Resolution 20-85 of Intent to Abandon Hazel Avenue in Nutting Brothers
Subdivision

Submitted By: Mike Black

TOPIC:

Resolution 22-96 of Intent to Abandon a Portion of Barry Drive

BACKGROUND:

n/a

RECOMMENDED ACTION:

Approve resolutions with conditions

Attachments

Resolution of Intent to Abandon

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 22 – 96

Resolution of Intent to Abandon a Portion of Barry Drive

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, Barry Drive is a dedicated public road in View Crest Subdivision. View Crest Subdivision, Doc, No. 571894, filed October 1956. The Road has never been constructed. The Yellowstone County Board of County Commissioners has the authority to manage the Road, including the authority to abandon a portion of the Road. On June 30, 2022, the Board received a petition to abandon a portion of the right-of-way for the Road from Larry Kaufman who owns most of the lots in the Subdivision. Kaufman would like to reconfigure the subdivision for a safer access into the subdivision. Kaufman would like to create a new road to access the subdivision that would be perpendicular to the road it intersects. To reconfigure the subdivision for a safer access into the subdivision, Kaufman would like the County to abandon a portion of Barry Drive, the road originally intended to access the subdivision. Once the new access is created, the portion of the road proposed to be abandoned will not be needed.

Kaufman is the only landowner affected by the abandonment. The Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment. On 23 August 2022, the Board appointed a Board of Viewers. On 4 October 2022, the Board of Viewers submitted a report on the proposed abandonment. The Board of Viewers' Report recommended that the Board abandon the portion of the Road with conditions. On 4 October 2022, the Board set a public hearing on the proposed abandonment for 18 October 2022. On 7 October 2022 and 14 October 2022, the Yellowstone County Clerk and Recorder published notice of the public hearing and the petition in the *Yellowstone County News*. The Board also sent notice of the hearing to the surrounding property owners.

WHEREAS, on 18 October 2022, the Board held a public hearing on the proposed abandonment. The Board heard comments on the proposed abandonment and considered the Board of Viewer's recommendation. The Board determined that it would be in the best interest of the public to abandon a portion of the Road. The portion of the Road was not constructed and is no longer needed.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to abandon a portion of Barry Drive as indicated in the petition on the conditions Kaufman file an amended plat showing the reconfiguration of Barry Drive. Once Kaufman has complied with the conditions, the Board will file a resolution that abandons the portion of the Road.

Passed and Adopted on the 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular**Agenda Item 1.****Meeting Date:** 10/18/2022**SUBJECT:** Shop World Condos Subdivision - Preliminary Major Plat**THROUGH:** Monica Plecker**FROM:** Dave Green

TOPIC

Shop World Condos Subdivision - Preliminary Major Plat

INTRODUCTION

On August 1, 2022, IMEG applied for preliminary major plat approval for Shop World Condos Subdivision. The proposed subdivision creates 1 lot for commercial condominium development. The subject property is generally located on the south side of Still Water Drive and west of South 80th Street West. This parcel of land is outside of zoning and was used for farming purposes. There are also large lots with houses on them to the north, south and west. There is residential development to the east on smaller lots. Shop World 1 is west and south of this proposed development.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners the preliminary plat of Shop World Condos Subdivision, be conditionally approved, adopt the Findings of Fact as presented in the staff report and deny the variances requested.

VARIANCE REQUESTED

The applicant has requested a variance from Section 4.6.A.6 of the Yellowstone County Subdivision Regulations, which requires a second means of ingress and egress for major subdivisions.

The Planning Board is recommending denial of the variance request. Further explanation and analysis can be found in Attachment A.

The applicant has requested a variance from Section 4.6.B.5 of the Yellowstone County Subdivision Regulations, which requires a variance request for an Emergency Access Road rather than a full access road.

The Planning Board is recommending denial of the variance request. Further explanation and analysis can be found in Attachment B.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety and to ensure a portion of Rosebud Drive is vacated, prior to final plat approval the applicant will go through the process of vacating the portion of Rosebud Drive cul-de-sac that will be part of the single lot for this proposed subdivision.
2. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings to Laurel Fire Department for review and approval for the dry hydrant system. Once installed, the applicant will request Laurel Fire Department test the system to ensure it works correctly and get a sign off from Laurel Fire Department. The applicant will also create an RSID for the dry hydrant system.
3. To ensure public health and safety and to meet the requirements of 2 ways in and out of a major subdivision, prior to final plat approval, should the variance request from Section 4.6.A.6 be denied, the

applicant will provide a second full access from these two options - build Rosebud Drive out to South 80th Street West or meet the requirement set out by MDT for a full access from King Avenue West. This will be shown on the final plat along with an RSID for maintenance of Rosebud Drive. Should the option for a second full access as defined by MDT be used, an RSID shall be created for that road if it is public. Or if it is to be private, it shall be gated and maintenance provided by the subdivision tenants.

4. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed storm water management.

5. To minimize the effects on local service, prior to final plat approval the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the property owners.

6. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.

7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

8. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting May 5, 2022
- Completeness review submitted to Planning Division July 1, 2022
- Preliminary plat application submitted to the Planning Division on August 1, 2022
- Departmental review meeting August 18, 2022
- Preliminary plat resubmittal August 25, 2022
- Planning Board plat review September 13, 2022
- Planning Board public hearing September 27, 2022
- Preliminary plat to Board of County Commissioners October 18, 2022
- 60 working-day preliminary plat review period ends October 24, 2022

PLAT INFORMATION

General location: South side of Still Water Drive and west of South 80th Street West

Legal Description: Lot 5A of Amended plat of Pike Subdivision, Block 1, Lots 5 -12, 19-22

Owner/Subdivider: Levi Britton, Las Palmas, LLC

Surveyor/Engineer: IMEG

Existing Zoning: Outside zoning

Proposed Zoning: Outside zoning

Existing Land Use: Former farmland

Proposed Land Use: Commercial dry storage/condos

Gross area: 18.4

Net area: 18.4

Proposed number of lots: 1 lot / 232 units

Max.: 18.4

Min.: 18.4

Parkland requirements: No parkland dedication is required with a subdivision that is proposed to have only commercial uses, Section 10.8 C. YCSR.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Staff gave a presentation to the Planning Board and the members of the public at the public hearing on September 27th, about the proposed Shop World Condos Subdivision and the variance requests they have submitted. Planning Board President Cook asked if there were any questions for staff? There were no questions for staff from the board.

Board President Cook asked if the applicant or agent wished to address the board. Kolten Knadderud, from IMEG, agent for the applicant, stood to address the board. He stated this is a different type of development than other storage facilities. They are proposing dry storage buildings where an individual can purchase their space. The reason for the requested variance for a single way in and out is for security purposes. The reason they had not pursued building Rosebud Drive is there is active farming taking place. They flood irrigate from north to south. A road would create a dam in the middle of the field.

Board President Cook asked if the applicant would like to address the board. Levi Britton stated he would just like to listen to what people have to say and determine what measures can be taken to address concerns.

Board President Cook then opened the public hearing.

A neighboring property owner stood and addressed the Planning Board. Her concerns included questioning the need for more storage units in the area, water rights and increased traffic. They already have a website showing buildings for sale. The online site shows the types of buildings and amenities available, including bathroom facilities.

Another neighbor stood to express concerns about security in the development and the effects of security in the surrounding neighborhood. They also expressed concerns with increased traffic.

The next person stood to address the board expressing concerns for safety with additional traffic. There is a high school pick-up / drop off area near King Avenue West and South 80th Street West. The elementary kids' pick-up / drop off area is on Still Water Drive. Safety for the kids in the area is a concern. The next person expressed issues related to increased traffic. The pick-up / drop off areas for school were of concern with increased traffic. Still Water Drive is a gravel surface road and it should be paved to accommodate the traffic to this facility. Also, in regards to the requirement of MDT to have 400 feet between access points onto King Avenue, it is 420 feet from the driveway just west of South 80th Street West and the edge of the wetland area.

The next neighbor expressed concerns about the increased fire hazard storage units would present to the neighborhood. Felt it would be more appropriate to reduce the number of units or leave it as it is for residential development.

The remaining neighbors all spoke of the issues such as, traffic increases, light pollution, security, entrance off Stillwater Drive, main access from King Avenue and the access points for the neighborhood are not 400 feet apart.

Following the neighbors expressing their concerns, the applicant, Levi Britton, spoke to the board to address some of the issues brought up by the neighbors. Mr. Britton stated there will be no water to the site, and the 400 foot requirement is for state-controlled roads, such as King Avenue West. Restrooms shown on the website are portable bathroom facilities. He also stated he would rather not use Rosebud Drive for this subdivision. Storage units generate less traffic than a residential neighborhood because people do not go to and leave their storage units multiple times a day.

Kolten Knatterud addressed the board to answer more questions. He stated it is not unusual to have this type of development on the market early to generate interest and reserve units. It would be very expensive to install an entrance from King Avenue West to the development because of nearby wetlands. Building around wetlands requires many reviews and could include the army corp of engineers. This would be a very long and difficult undertaking.

Board member Woods asked if this subdivision is not approved would they just build it as rental storage only? Mr Knatterud stated they would proceed with rental units only. Condominium designation is the only reason they are required to do the subdivision process.

There were no other comments and the public hearing was closed.

President Cook asked for a motion. A motion was made to conditionally approve the subdivision with the proposed conditions of approval. The variance requests will be done separately. The motion was seconded. The board proceeded to discuss the proposed subdivision.

Wyeth Friday addressed a few items that were left from the public hearing. Mr. Friday noted that there is

no zoning in the area, so there aren't any regulations that would separate uses. He noted there are residential and business uses in the area surrounding the proposed commercial development of this subdivision. The intersection of South 80th Street West and King Avenue West would be a conversation with MDT about the condition of King Avenue at that point. Bus stop locations would need to be discussed with School District #2 if the residents feel they are currently unsafe locations. Board member Woods stated there are a lot of concerns with this subdivision and asked if it would be good to table it to a future meeting to address the concerns raised by the neighborhood, especially the access point and the required second access. Mr. Knatterud pointed out that if the variance asking for one way in and out is denied, condition number 3 requires them to build either Rosebud Drive or make a connection to King Avenue West. There was no other discussion. The motion to conditionally approve the subdivision was voted on. It passed with a 3 for and 1 against vote.

A motion was made to deny both variance requests. This motion was seconded. Wyeth Friday wanted to point out that Shop World 2 was before the board a few months prior and they were required to provide 2 ways in and out of that subdivision. The motion was passed with a unanimous vote.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners the preliminary plat of Shop World Condos Subdivision, be conditionally approved, adopt the Findings of Fact as presented in the staff report and deny the variances requested.

Attachments

Findings of Fact
Proposed Plat
Proposed Storage Building Layout
SIA Draft
Attachment A Variance
Attachment B Variance
Letter from Neighbor

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Shop World Condos Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is currently used for agricultural purposes. There are no water rights or shares that will be available for the future property owners in this subdivision. Any surrounding ditches will be left in place with access to them for maintenance purposes. This proposed subdivision will have minimal impact on water users' facilities.

2. Effect on local services

a. **Water** – The applicant is proposing this subdivision as condominium dry storage buildings. There will be no water wells or cisterns permitted within the subdivision.

b. **Septic** - The applicant is proposing this subdivision as condominium dry storage buildings. There will be no septic systems permitted within the subdivision.

There are no water systems or septic systems proposed within the subdivision. There is no requirement for review and approval by MDEQ for water and septic for this subdivision. However, they will be required to go through a MDEQ review for stormwater management and provide a copy with the final plat.

All private utilities, power, telephone, gas and cable television, if available to the subdivision will be installed in the public right of way or easements identified on the plat.

c. **Streets and roads** – Roads within the subdivision will be built in 60-foot-wide right of ways with a 24-foot paved surface and 2-foot-wide shoulders on each side. The roads within the subdivision will be built with inverted crowns to convey water as designed by the stormwater management plan. The applicant will be required to obtain an access permit from the County for Stillwater Drive to the proposed subdivision.

Yellowstone County Subdivision Regulations Section 4.6 A. 6 states: Major and subsequent minor subdivision shall have at least two means of vehicular access unless granted by a variance. The applicant is asking for a variance from this regulation. They are proposing one access point from Stillwater Drive. See Attachment A for further discussion and recommendation.

This subdivision also needs to have existing lots vacated with and end result of a single lot for the proposed storage buildings. Part of the proposed new single lot will require a vacation of a portion of Rosebud Drive. The road vacation shall be completed before final plat of this proposed subdivision. **(Condition #1)**

d. **Fire and Police services** – The property is within the Laurel Fire Department firefighting area. Subdivision regulations require that major subdivisions have a 30,000-gallon dry hydrant system for the subdivision. The applicant will be installing a 30,000-gallon dry hydrant tank west of the proposed main entrance on Stillwater Drive, a public County road. The applicant will be creating a RSID for the maintenance of dry hydrant system. **(Condition #2)**

The applicant has requested a variance from Section 4.6.B.5 of the Yellowstone County Subdivision Regulations, which requires a variance request for an Emergency Access Road rather than a full access road. See Attachment B for further discussion and recommendation.

There are two options for a full 2nd access for this subdivision, Rosebud Drive on the east of the subdivision, it is a 60-foot-wide County Dedicated road right of way that has not been built. MDT has outlined what they would require for a 2nd full access onto King Avenue West, this information is part of Attachment A and B. **(Condition #3)**

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

e. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

f. **Storm water drainage** – Proposed Storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #4)**

g. **School facilities** – The proposed subdivision is a commercial subdivision and will have no impact on school facilities in the area.

h. **Parks and recreation** – This proposed subdivision is not required to provide parkland. Commercial subdivisions are not required to provide parkland. YCSR Section 10.8 C.

i. **Postal Service** – The applicant will coordinate with the USPS to provide an area for Central Box Units for the subdivision and enough area for the postal delivery person to safely deliver the mail. **(Condition #5)**

j. **Historic features** – No known historic or cultural assets exist on the site.

k. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #6)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior to final plat approval to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Laurel Fire Department and the Yellowstone County Sheriff's department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was required for this subdivision. Because the current use of the land is for farming the natural habitat has been disrupted long ago. However, the east side of the subdivision has areas of seasonal wetlands also a great deal of sage brush and native grasses growing. This area will not be disturbed by the proposed subdivision, there is a grade change along the south eastern part of the land this subdivision takes in. There are identified endangered species on the land. Impact to habitat should be minimal because the construction is taking place on the land that has been historically farmed.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: New developments that are sensitive and compatible with the character of adjacent County town sites. (p. 6)

This proposal does have Shop World 1 to the south east, but it is mostly surrounded by large lot single family housing.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan as required by County Subdivision Regulations.

2. 2018 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal private streets are built for a storage unit development associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside the BABTMP boundaries for trails. They will not be required to build any trail as part of the development. In the future there could be a trail along King Avenue West.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivider must receive approval from the MDEQ prior to final approval. This proposed subdivision is going to be a dry storage development and will not have water or septic systems.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is outside County Zoning Jurisdiction. There are no Yellowstone County zoning regulations on the subject property.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the subdivision by Stillwater Drive. Depending on the outcome of the requested variances there may be other full accesses.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Board recommends conditional approval of Shop World Condos Subdivision, preliminary plat to the Planning Board and adopt the Findings of Fact as presented in the staff report, the SIA and Waiver. Staff recommends denial of the variance requests.

AMENDED PLAT OF
PIKE SUBDIVISION, BLOCK 1, LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21 AND 22

LOCATED IN THE SE1/4 OF SECTION 11, T.1S., R.24E., P.M.M., YELLOWSTONE COUNTY, MONTANA

SURVEY COMMISSIONED BY: LEVI BRITTON
PREPARED BY: IMEG CORP.
DATE: APRIL - JUNE, 2022
RECORD OWNER: LAS PALMAS, LLC

PURPOSE OF SURVEY

THE PURPOSE OF THIS SURVEY IS TO DEPICT THE AGGREGATION OF LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21, AND 22, BLOCK 1 OF PIKE SUBDIVISION AND A PORTION OF VACATED 82ND STREET WEST AND ROSEBUD DRIVE PURSUANT TO SECTION 76-3-207(1)(f) MCA.

LEGAL DESCRIPTION

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21 AND 22, BLOCK 1 OF PIKE SUBDIVISION, A SUBDIVISION OF YELLOWSTONE COUNTY, RECORDED AS DOCUMENT NO. 938475, TOGETHER WITH THE EAST ONE-HALF (E1/2) OF VACATED 82ND STREET WEST LYING ADJACENT TO LOTS 7, 8, 9 AND 10 AND A PORTION OF VACATED ROSEBUD DRIVE, ALL LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 24 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11; THENCE ALONG THE SOUTH LINE OF SAID SECTION 11, S89°15'38"W, 667.50 FEET; THENCE DEPARTING SAID SECTION LINE, N0°44'24"W, 40.00 FEET TO THE SOUTH EAST CORNER OF LOT 5, BLOCK 1 OF PIKE SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH BOUNDARY OF BLOCK 1 OF PIKE SUBDIVISION, S89°15'38"W, 672.00 FEET TO A POINT ON THE CENTERLINE OF VACATED 82ND STREET WEST; THENCE ALONG SAID CENTERLINE, N0°23'31"W, 1251.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STILL WATER DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°35'34"E, 670.78 FEET TO THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 1 OF PIKE SUBDIVISION; THENCE ALONG THE EAST BOUNDARY OF SAID LOTS 12, 19, 22 AND 5, S00°26'50"E, 1247.65 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 19.26 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING OR OF RECORD.

LANDOWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO DEPICT THE AGGREGATION OF LOTS WITHIN A PLATTED SUBDIVISION, THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-207(1)(i), MCA, TO WIT: "AGGREGATION OF PARCELS OR LOTS WHEN A CERTIFICATE OF SURVEY OR SUBDIVISION PLAT SHOWS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ELIMINATED AND THE BOUNDARIES OF A LARGER AGGREGATE PARCEL ARE ESTABLISHED. A RESTRICTION OR REQUIREMENT ON THE ORIGINAL PLATTED LOT OR ORIGINAL UNPLATTED PARCEL CONTINUES TO APPLY TO THOSE AREAS", FURTHER,

LOT 1 IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 17.36.605(3) ARM, "AGGREGATIONS OF PARCELS ARE NOT SUBDIVISIONS SUBJECT TO REVIEW, EXCEPT THAT AN AGGREGATION IS SUBJECT TO REVIEW UNDER 76-4-130, MCA, IF ANY PARCEL INCLUDED IN THE AGGREGATION HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA",

FURTHER THIS PLAT IS TO BE KNOWN AND DESIGNATED AS: AMENDED PLAT OF PIKE SUBDIVISION, BLOCK 1, LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21, AND 22.

PURSUANT TO ARM 24.183.1104 (1)(f)(iii)(C), TO WIT: "THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD."

LAS PALMAS, LLC

SS _____
BY: LEVI BRITTON, AS DIRECTOR OF LAS PALMAS, LLC

STATE OF _____

COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____, BY LEVI BRITTON AS DIRECTOR OF LAS PALMAS, LLC.

SS _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED AMENDED PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS _____
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR DATE
MONTANA REGISTRATION NO. 13748LS

CERTIFICATE OF CITY-COUNTY HEALTH DEPARTMENT

THIS AMENDED PLAT HAS BEEN REVIEWED AND APPROVED BY YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT.

SS _____
YELLOWSTONE CITY-COUNTY HEALTH DEPT. DATE
(DBA RIVERSTONE HEALTH)

YELLOWSTONE COUNTY ATTORNEY'S OFFICE

THIS DOCUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY'S OFFICE AND IS ACCEPTABLE TO FORM.

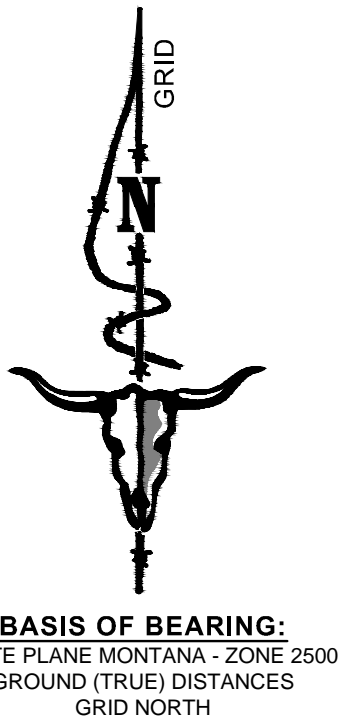
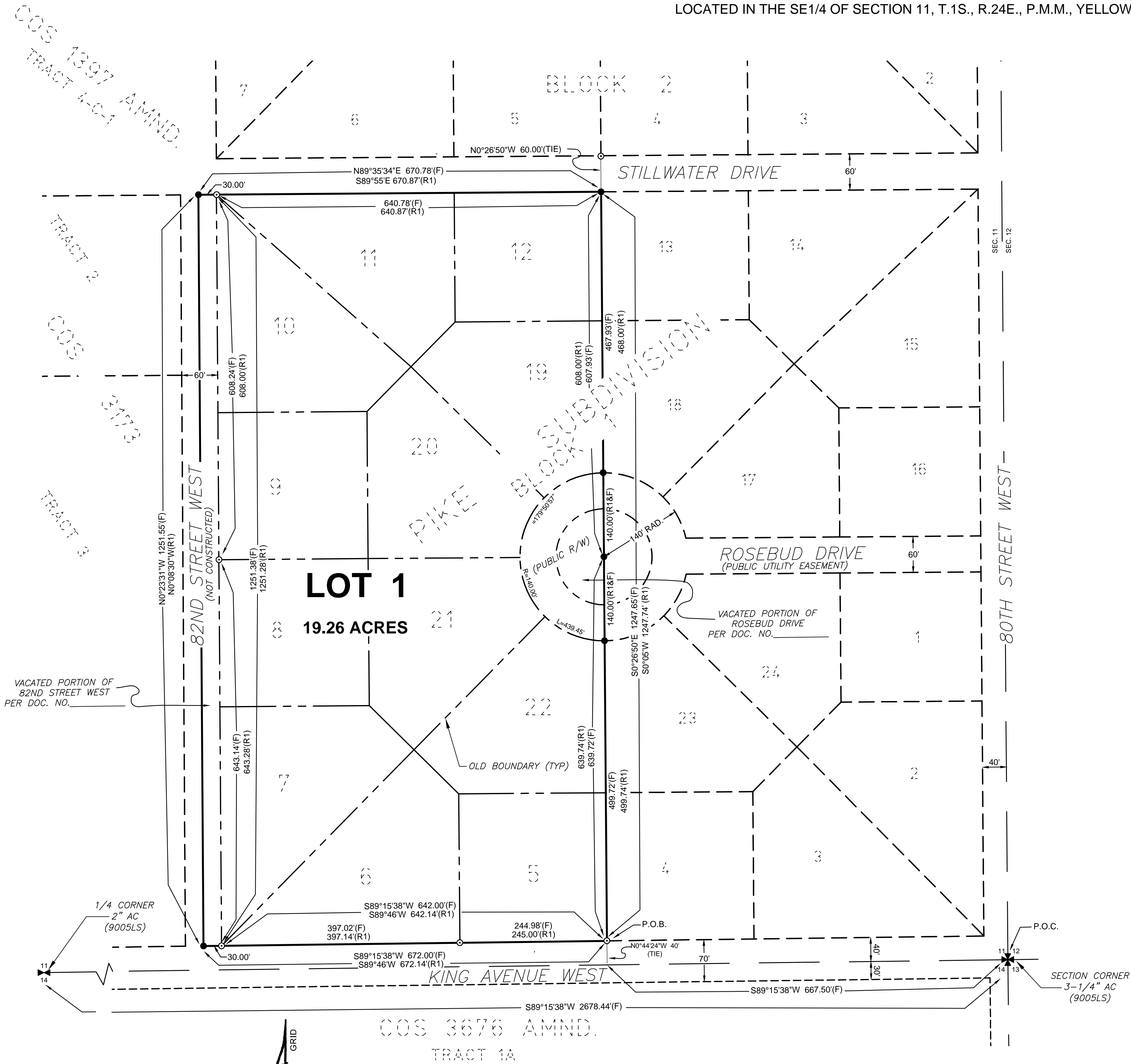
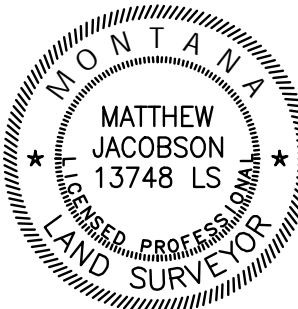
SS _____
YELLOWSTONE COUNTY ATTORNEY DATE

YELLOWSTONE COUNTY TREASURER'S OFFICE

I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID.

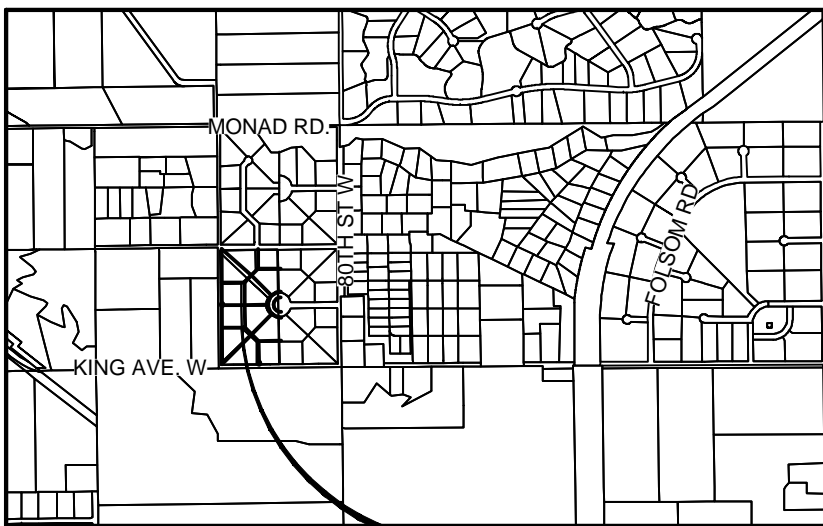
SS _____
YELLOWSTONE COUNTY DEPUTY TREASURER DATE

CLERK AND RECORDER FILING INFORMATION



LEGEND

- = SET 5/8"x24" REBAR WITH 1-1/4" RPC (JACOBSON, 13748LS)
- = FOUND 1/2" I.D. IRON PIPE
- (F) = FOUND THIS SURVEY
- (R1) = RECORD OR ADDITIVE PER PIKE SUBDIVISION
- I.D. = INSIDE DIAMETER
- RPC = RED PLASTIC CAP
- AC = ALUMINUM CAP
- R/W = RIGHT OF WAY
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING



VICINITY MAP
NOT TO SCALE

1/4	SEC.	T.	R.
<input checked="" type="checkbox"/>	11	1S.	24E.

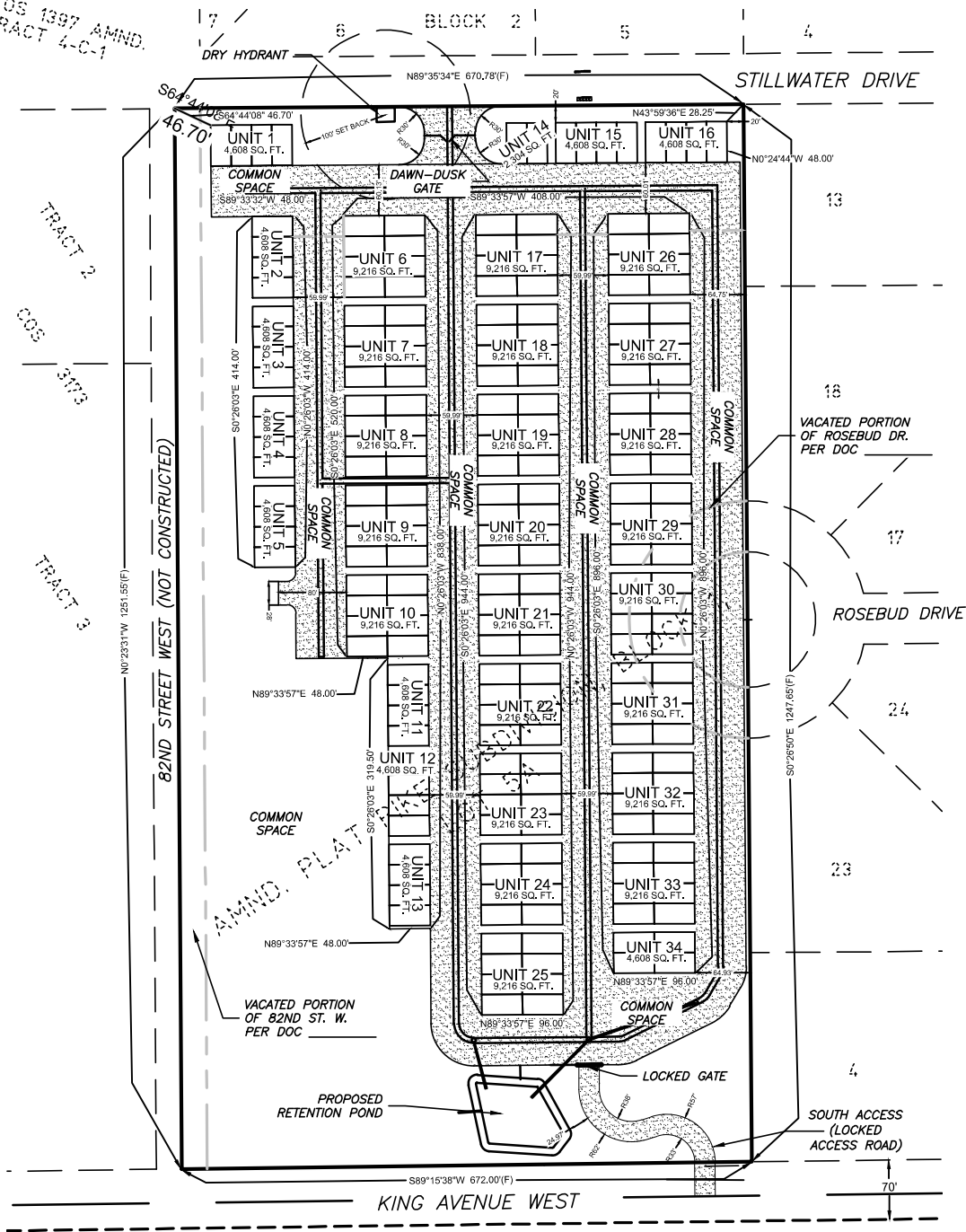


PREPARED BY:
175 N. 27TH. ST. STE. 1312 BILLINGS, MT 59101
IMEG PROJECT NO. 22002116
PH: 406.248.9000 FAX: 406.721.5224
www.imegcorp.com

SHOP WORLD CONDOS

LOT 5A OF AMENDED PLAT OF PIKE SUBDIVISION, BLOCK 1, LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21 AND 22
LOCATED IN THE SE1/4 OF SEC. 11, T.1S., R.24E., P.M.M., YELLOWSTONE COUNTY, MONTANA

COS 1397 AMND.
TRACT 4-C-1



AMND. PLAT

COS 3676 AMND.
TRACT 1A

PREPARED BY:



175 N. 27TH. ST. STE. 1312 PH: 406.248.9000
BILLINGS, MT FAX: 406.721.5224
59101 www.imegcorp.com
IMEG PROJECT NO. 22002116



BASIS OF BEARING
MONTANA STATE PLANE - ZONE 2500
GROUND (TRUE) DISTANCES
GRID NORTH



SITE DATA:

NUMBER OF BUILDING UNITS: 34
NUMBER OF INDIVIDUAL UNITS: 222

Return to After Filing:
IMEG, Corp.
175 N. 27th, Ste 1312
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT
(Shop World Condos)
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(Yellowstone County)

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SUBDIVISION IMPROVEMENTS AGREEMENT

(*Shop World Condos*)

This agreement is made and entered into this ____ day of _____, 20__, by and between *Las Palmas, LLC*, whose address for the purpose of this agreement is 49660 Hammer Dam Rd, Ronan, MT 59864 hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Shop World Condos*, and;

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Shop World Condos*, 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 *Shop World Condos* 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

A. Subdivider has requested, and the County hereby grants, the following variances by the Board of County Commissioners from the strict interpretation of the County’s Subdivision Regulations (Chapter 11, Yellowstone County Subdivision Regulations):

1. Shop World Condos is requesting a variance from Section 4.6.A.6 of the Yellowstone County Subdivision regulations requiring all major subdivision to have at least two means of vehicular access. Shop World Condos is projected to have a total of 43 trips per day. Sole access to Shop World Condos will be from Stillwater Drive.

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 special improvement district or districts 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.** The property is not located within a FEMA designated floodplain or floodway. Please see the FEMA Floodplain Map 30111C1240E.
- F.** Culverts and the detention pond shall not be filled in or altered by the subdivider or subsequent lot owners.
- G.** 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 at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H.** 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.

III. TRANSPORTATION

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

A. Streets

The proposed development will have paved driving surfaces used to access the storage buildings. These internal driving areas will be inverted crown with valley gutters conforming to the proposed Grading and Drainage Engineering Design Report for the development. The internal driving areas will ensure safe, adequate, access to the storage buildings. There will be no road improvements to exterior roads outside of the subdivision.

B. Traffic Control Devices

There will be one stop sign located at the access point off of Stillwater Drive.

C. Access

- The proposed subdivision will have one primary access point off of Stillwater Drive. The access will be paved and 24' wide with 2' gravel shoulders.
- All units within the proposed subdivision will utilize the internal driving surfaces described above.

D. Billings Area Bikeway and Trail Master Plan

The proposed subdivision is not within the area of the Billings Area Bikeway and Trail Master Plan. The nearest proposed BABTMP is at the intersection of South 80th St W. and King Avenue. The proposed trail here will be an arterial bike trail.

IV. EMERGENCY SERVICE

- The paved common areas used for building access will provide safe, adequate, access for emergency service vehicles. The proposed driving surfaces, access roads, and water supply requirements shall be provided in accordance with the Fire Protection Requirements as noted in the Yellowstone County Subdivision Regulations.
- The property will be served by a proposed dry hydrant located along the northwestern property boundary. The dry hydrant will leverage a 30,000 storage tank to serve the proposed development. The dry hydrant will be maintained within an RSID and be accessed from Stillwater Drive.
- The subdivision will have an emergency access off of King Avenue. This access will be 24' wide with 2' gravel shoulders.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

- The property will be served by valley gutters to inlets and then piped to the stormwater detention pond located along the southern property boundary and will adhere to all standards outlined in the MDEQ Circular 8.

VI. UTILITIES

A. Water

No water facilities will be permitted within this subdivision.

B. Septic System

No sewer facilities will be permitted within this subdivision.

C. Power, Telephone, Gas, and Cable Television

Utility easements will be provided across the common driving areas as necessary.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed *Shop World Condos* as this is a commercial subdivision [MCA 76-3-621(3)(c)]

VIII. IRRIGATION

No existing water rights will be transferred for this subdivision. Thus, no mitigation efforts have been proposed.

IX. WEED MANAGEMENT

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

- 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 soils/geotechnical study was not required but owners of the lots will be encouraged to perform site-specific geotechnical investigation that is unique to the type of structure contemplated prior to construction.

XI. PHASING OF IMPROVEMENTS

Shop World Condos proposes that all units will be developed in a single phase.

XII. CONDOMINIUM

Shop World Condos is proposed to be condominiums. Due to this all units are allowed to be developed as individual buildings with separate units that can be leased or sold.

XIII. 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 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. If using a security, describe the method in this section)

XIV. 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 below 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”

(Las Palmas, LLC - Levi Britton, Director)

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 _____ Levi Britton, Director of Las Palmas, LLC., (*Subdivider*), who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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 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:

Shop World Condos

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

Las Palmas, LLC by Levi Britton, Director

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 _Levi Britton Director of Las Palmas, LLC., the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of Montana

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

Attachment A

Staff Analysis and Recommendation

County Planning, County Public Works, County Legal staff and Billings Fire Department have reviewed the request for a variance from Yellowstone County Subdivision Regulations Section 4.6.A.6, Major and subsequent minor subdivisions shall have at least two means of vehicular access unless granted by variance.

The applicant is proposing to develop a commercial condominium dry storage subdivision with only one full access from Stillwater Drive into and out of the subdivision. Yellowstone County subdivision regulations require two ways in and out of a major subdivision, the applicant is not proposing another full ingress / egress for the subdivision. In a separate variance request they are asking for an Emergency Access Road, see Attachment B.

Staff has reviewed the proposed subdivision and the variance request for one way into and out of the subdivision. The subdivision is proposed to be commercial condominium dry storage with 232 units. Yellowstone County subdivision regulations do not distinguish between uses within a subdivision but require two full accesses into a major subdivision, Section 4.6.A.6. The purpose of the 2 ingress / egress points from a major subdivision is for safety reasons. Should one of the ingress / egress points be blocked there is a second way in and out of the subdivision.

On the east side of this proposed subdivision is a county dedicated road, Rosebud Drive, that has not been built but is a 60-foot-wide right of way. This road would connect to South 80th Street West. This road would provide a 2nd way in and out of the subdivision and there are no grade issues that would prevent it from being used. This road was dedicated to the county in 1972.

Staff has seen an increase in the request for only one way in and out, this is becoming a concern with future safety for those in the subdivision and connectivity.

Attached is an email from County Legal regarding the requirement for 2 ways in and out of a major subdivision.

Also attached to this is the agent's variance request and communication with MDT for an emergency access road to King Avenue. Emails that are part of the agent's variance request are addressing only the topic of an emergency access to King Avenue West. MDT does not want a full access because of concerns for access points not having enough separation from existing access points already on King Avenue West in this area. Should the applicant move the access to King Avenue West farther west to get the correct separation from existing access points, MDT would allow a full access

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The purpose of two ways in and out of a subdivision is for safety should one direction be closed for any reason, reduce traffic on one way in and out lowering the possibility of traffic conflicts/accidents, providing emergency vehicles ease of maneuvering in a subdivision.

With only one way in and out, should something happen, blocking the single road it could block exiting the subdivision. There is a 60-foot-wide private road easement on the east edge of the proposed subdivision that may have been investigated to attain access.

There is a dedicated public right of way on the east side of this proposed subdivision, Rosebud Drive. It was dedicated with the original Pike Subdivision in 1972. This road could be built to a county paved road standard and provide the required second way in and out of the subdivision.

The granting of this variance would be detrimental to public health, safety, or general welfare or injurious to other adjoining properties. Should the one way in and out of the subdivision become impassable for any reason it could trap people within the subdivision with no second way in or out.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

There are no surrounding physical conditions that would result in an undue hardship to the developer. The land is currently used for farming and it basically flat. There is no physical hardship of the land.

3. The variance will not result in an increase in taxpayer burden.

The variance requested for this proposed subdivision will not increase taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

Approval of this variance will not place this subdivision in nonconformance of adopted zoning regulations or the growth policy. This subdivision is outside of County Zoning and will have no affect on zoning. The request for one way in and out is not a zoning issue, it is a health and safety issue.

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

The alternate option proposed is an emergency access road (EAR). An EAR is not a full access and is only intended for fire emergency vehicle access. Should the one access from still water become impassable an EAR would not be an optional 2nd way in and out.

The Planning Board is recommending denial of the proposed variance to the Planning Board.

Dear Mr. Miller:

Shop World 3 is a major, commercial subdivision. From the east, the land is accessed by Rosebud Drive. Rosebud Drive is a public, unconstructed road that runs into 80th Street West. From the north, the land is accessed from Stillwater Drive. Stillwater Drive is a public, constructed road. From the West, the land is accessed from 82nd Street West. 82nd Street West is a public, unconstructed road. There is a small gully where 82nd Street West is supposed to be located. From the south, the land is accessed from King Avenue West. King Avenue West is a public, constructed road. The developer of Shop World 3 has requested the County abandon 82nd Street West where it abuts the subdivision and a portion of Rosebud Drive.

As a major subdivision, Shop World 3 needs two accesses. See Regulations below. The developer of Shop World 3 requested a variance from the requirement of two accesses. The developer intended to have an access from Stillwater Drive and King Avenue West. The Montana Department of Transportation that manages King Avenue West would not provide the developer with permission to place the access on to King Avenue West where the developer wanted to place it because it would be too close to an existing access. To have the separation with the existing access, the developer would have to construct the access in the gully where 82nd Street was supposed to be located. It would be expensive to construct the access in the gully.

The County may grant reasonable variances from the design and improvement standards when strict compliance would result in undue hardship and the result would not affect public health and safety. The County is supposed to consider five factors when it decides whether to grant a variance. See Regulations below. The developer is not limited to accesses on to Stillwater Drive and King Avenue West. The developer has the option to use Rosebud Drive to access Shop World 3. The developer would likely have to reconfigure the layout of Shop World 3 to change the accesses. This though could be done without undue hardship on the developer. The developer needs to explain why it cannot use Stillwater Drive and Rosebud Drive for its accesses and how much it would cost to construct the access on King Avenue West a sufficient distance from the existing access for the Department to grant the access. The developer needs to address the five factors in its request.

If you have any questions, concerns or comments; please contact me.

Sincerely yours,

Mark English
Deputy Yellowstone County Attorney
August 26, 2022

Section 4.6 Streets and Roads.

A. Road Network Performance Standards: When evaluating a subdivision's road network, subdividers and reviewing agencies shall take into consideration the following criteria. These criteria were developed to ensure that all new lots are provided access that is safe, convenient and effective for future lot owners. The proposed road network shall also enable emergency service providers to protect life and property under severe emergency situations.

6. Major and subsequent minor subdivisions shall have at least two means of vehicular access unless granted by a variance.

B. Streets and Roads, General: The arrangement, type, extent, width, grade, and location of all streets shall be designed with consideration to any adopted area plans including, but not limited to, the Growth Policy and Transportation Plan, and must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.

5. **Second Access:** To facilitate traffic movement, the provision of emergency services, and the placement of utility easements, all major subdivisions and subsequent minor subdivisions shall provide at least two means of vehicular access built to the standards of this Chapter and designed to ensure public health and safety.

Exceptions to the requirement to provide at least two means of vehicular access may be made for major and subsequent minor subdivisions may only be granted through a variance to these regulations.

Provision of a second means of vehicular access may be required for any subdivision when deemed necessary for public health, safety and welfare.

Section 11.1 Variances (76-3-506, MCA).

The Board of County Commissioners may grant reasonable variances from the design and improvement standards of these Regulations when strict compliance would result in undue hardship and the result would not affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these Regulations. The governing body may not approve a variance that would permit structures within the 100-year floodplain, as defined in 76-5-101, MCA.

A. Requesting a Variance. The subdivider shall include with the submission of the preliminary plat a written statement describing the facts of hardship upon which the request for the variance is based. Each requested variance shall be deemed a separate application, to be processed concurrently with the preliminary plat. Information addressing each of the following findings shall accompany the application to be approved by the governing body. The governing body shall weigh the following criteria in determining undue hardship:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;
3. The variance will not result in an increase in taxpayer burden;
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations; and
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

B. In granting variances, the governing body may require conditions of approval that will, in their judgment, secure the objectives of these Regulations.

C. When any such variance is granted, the motion of approval of the proposed subdivision shall contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

D. An application for a variance is not necessary where Planned Neighborhood Developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the governing body.

Variance Request #1 – Two Access Requirement

A variance from Section 4.6.A(6) requiring Major subdivisions to have at least two means of vehicular access.

4.6 Streets and Roads

4.6.A Road Network Performance Standards:

(6) Major and Subsequent minor subdivisions shall have at least two means of vehicular access unless granted by a variance.

Per MCA 76-3-506: Strict compliance with these regulations will cause undue hardship for the applicant:

A variance is being pursued to relieve the applicant from the requirement to have at least two means of vehicular access for the proposed major subdivision. The sole access being proposed off Stillwater Drive will provide safe, adequate, access to the proposed commercial buildings for all future users. The secondary access being proposed off King Ave. W. is for emergency access only and is not necessary to accommodate the 43 total trips per day anticipated with the proposed subdivision. Strict compliance with these regulations would cause undue hardship for the applicant. A single access point is more than enough to accommodate the 43 estimated daily trip count associated with the proposed subdivision use. Additionally, two primary access points for a commercial subdivision does not align with other developments of a similar nature in the area. Lastly, the topography of the site and location of natural features dictate that the southern access off King Ave. W. only be used for emergencies and not regular use. It would cause undue hardship to the applicant requiring them to break from development trends associated with the proposed use and mandating them to provide an additional access point that is in contradiction to the topography for the site.

1. The granting of this variance does not result in a threat to public safety, health, or welfare, and is not injurious to persons or property.

There does not appear to be any concern regarding public safety, health, or welfare by granting this variance, nor would it be injurious to persons or property. This is not known to cause a threat to public safety, health, or welfare, nor is it injurious to persons or property. Safe, adequate, access to the proposed commercial units is best provided via the access off Stillwater Drive

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

The conditions upon which this variance is based are unique in that the proposed subdivision is served by two roads, Stillwater Drive to the North and King Ave. W to the South. The particular shape of the site and existing roads to the North and to the South dictate that only one approach be used as the Montana Department of Transportation (MDT) requires 500' separation between approaches. MDT has authorized the location of the second approach off King Ave. W. pending the access remain locked and be used for emergency access only. The unique site topography also mandates that Stillwater Drive be used as the sole, primary, access for the proposed subdivision as grading and drainage trend from North to South on the property. These conditions do not apply generally to other property.

3. The variance will not result in an increase in taxpayer burden.

This variance request will not result in an increase in taxpayer burden. There will not be an increase to public costs whatsoever by granting this variance.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.

The property is unzoned so the granting of this variance will not place the subdivision in nonconformance with any adopted zoning regulations.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The sole access off of Stillwater Drive is not only equally effective at providing ingress and egress options to future users of the subdivision as two access would be, but preferred due to the unique topographic conditions of the site. The estimated 43 daily trips align with the single access being proposed and do not contradict the intent of the subdivision regulations of Yellowstone County.

Anna M. Vickers

From: Shawn M. Thorson
Sent: Friday, July 1, 2022 5:30 PM
To: Anna M. Vickers
Subject: Fwd: MDT Approach Permit

Thank You,
Shawn Thorson

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Monday, June 6, 2022 9:18:11 AM
To: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: RE: MDT Approach Permit

External Email: Treat links and attachments with caution.

Shawn,

MDT is willing to allow the approach at the proposed location as long as the access remains emergency-only. If this approach is proposed to change to full access in the future, additional discussion will need to occur prior to that happening. The approach permit will state that is approved for emergency-access only.

MDT would like written confirmation from the County or local EMS that this access will be approved as an emergency-only access and will be gated.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Sent: Thursday, June 2, 2022 1:04 PM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] RE: MDT Approach Permit

Good Afternoon Zach,

Just circling back to see if there has been any discussion regarding the approach after my comments below?

Shawn Thorson, P.E.
Civil Project Engineer



imegcorp.com

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(406) 414-7768 single reach

(307) 620-0130 mobile

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From: Shawn M. Thorson

Sent: Monday, May 16, 2022 9:57 AM

To: Kirkemo, Zach <zkirkemo@mt.gov>

Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>

Subject: RE: MDT Approach Permit

Hi Zach,

Thanks for the response. If we move the access to the west, we could be getting into the drainage to the west of the project. Even though this area is not delineated as wetland, there is wetland vegetation here, that we want to avoid. We are looking to have stormwater treatment on the SW corner of the development and discharge into this drainage. The stormwater can not go on the SE corner, as it would be discharged into 8043 King's back yard.

With this development, we are required to have two access points. We have one on Stillwater. Having two approaches on Stillwater does not provide the second point as if Stillwater were blocked, access to the subdivision would be cut off.

I understand that MDT has a minimum distance for approaches, however with this being an emergency access only, there will be minimal traffic (if any) from this approach. We are also constrained with the existing topography.

If you'd like to get together for a discussion or have a phone call, we can. Please let us know if you have any questions.

Shawn Thorson, P.E.

Civil Project Engineer



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From: Kirkemo, Zach <zkirkemo@mt.gov>

Sent: Monday, May 16, 2022 8:58 AM

To: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>

Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: RE: MDT Approach Permit

External Email: Treat links and attachments with caution.

Shawn,

MDT is concerned about the proximity of the proposed approach to the existing approach at 8043 King Ave W. We understand why the approach was relocated with the large cut there, however MDT would like to review other options for the emergency access location.

Can the approach be realigned to the west instead of to the east? Or can the emergency access be located off Stillwater Ave?

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Sent: Tuesday, May 10, 2022 3:05 PM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] RE: MDT Approach Permit

Zach,

Attached is the signed application for the site.

Let me know if you need anything else.

Thank you,

Shawn Thorson, P.E.
Civil Project Engineer



[\[imegcorp.com\]](mailto:[imegcorp.com]) [\[nam04.safelinks.protection.outlook.com\]](mailto:[nam04.safelinks.protection.outlook.com])

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[website \[imegcorp.com\]](http://website.[imegcorp.com]) [\[nam04.safelinks.protection.outlook.com\]](mailto:[nam04.safelinks.protection.outlook.com]) | vCard [\[nam04.safelinks.protection.outlook.com\]](mailto:[nam04.safelinks.protection.outlook.com]) | map [\[google.com\]](http://map.[google.com])
[\[nam04.safelinks.protection.outlook.com\]](mailto:[nam04.safelinks.protection.outlook.com])

Learn more [\[imegcorp.com\]](mailto:[nam04.safelinks.protection.outlook.com]) [\[nam04.safelinks.protection.outlook.com\]](mailto:[nam04.safelinks.protection.outlook.com]) about us and the IMEG story!

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From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Monday, May 9, 2022 10:25 AM
To: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: RE: MDT Approach Permit

External Email: Treat links and attachments with caution.

Shawn,

A few questions/comments on this:

- Has this received any preliminary approvals from the County? A couple of items I am curious about are:
 - Existing property lines show a possible cul-de-sac which makes me wonder if this was planned to be a residential subdivision?
 - Has the County DES approved the proposed King Ave access being an emergency-only access?
- Will the existing access to 8043 King Ave W be removed as part of this development?
- MDT will need to review the DEQ Circular 8 design report to review to verify stormwater management requirements are met.
- The landowner will need to sign the approach permit application to verify the landowner acknowledges all terms and conditions of the approach permit.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Sent: Tuesday, May 3, 2022 9:36 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>
Cc: Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] MDT Approach Permit

Good Morning Zack,

Attached is an application for an approach permit on King Avenue West between 80th St W and 82nd St W. Please take a look and let me know if you would need any other information? Also, can we submit this to you?

Shawn Thorson, P.E.
Civil Project Engineer



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All,

I have spoken with MDT Billings District supervisory personnel as requested. Because there is no residential development planned with this subdivision and the Laurel Fire Department has agreed to the emergency gated access, MDT has chosen to maintain its original position of requiring an approach at this location be emergency-only access in an attempt to maintain some semblance of access control along the King Ave corridor. MDT has already made concessions to its requirements in allowing this location at all. If approved, this would like have been the access used by most customers which is not MDT's desire. MDT's desire is for developments with access to existing County roads to use County roads.

I wish to reiterate the County and landowner that MDT is not opposed to a full access approach on King Ave for this subdivision. The issue is the location of the current approach. A full access approach would only be allowed if the new approach were relocated to the west satisfying the 400' spacing requirement between all approaches for rural highways. This would locate the approach roughly at the midpoint between the driveways for 8043 King Ave W and 8243 King Ave W. If this realignment is ultimately done, MDT would require removal of the newly-built approach and restoring the disturbed area to its original state.

MDT doesn't believe the State should have to concede access management requirements and sacrifice the safety of the travelling public in order to reduce the developer's cost. MDT would support the County if the County denied the variance request and imposed the approach relocation requirements stated above.

Respectfully,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Tim Miller <tmiller@yellowstonecountymt.gov>
Sent: Tuesday, August 23, 2022 9:16 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>; Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>;
Plecker, Monica <pleckerm@billingsmt.gov>; Green, Dave <greend@billingsmt.gov>
Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud
<Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] RE: Shop World Condos Second Access Discussion

Zach

If the development were able to access both Stillwater and 80th that would be acceptable for two accesses being that traffic can exit on 80th by going either north or south. If 80th were a dead end then it would not be acceptable for a second access.

Hope this helps

Tim Miller
Yellowstone County Public Works Director / Floodplain Administrator

*Phone 406-256-2735
e-mail tmiller@yellowstonecountymt.gov
Po Box 35024
Billings Mt 59107*

My e-mail has changed to tmiller@yellowstonecountymt.gov

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Tuesday, August 23, 2022 7:50 AM
To: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>; Plecker, Monica <pleckerm@billingsmt.gov>; Tim Miller <tmiller@yellowstonecountymt.gov>; Green, Dave <greend@billingsmt.gov>
Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: RE: Shop World Condos Second Access Discussion

All,

I have a hypothetical question for City/County Planning to help ensure my understanding of the two access requirement. I wish I had thought to ask this yesterday.

Say this particular development was adjacent to 80th St W and Stillwater Dr. Would having one access to 80th St W and one access to Stillwater Dr satisfy Planning's requirements, or would the development still need one additional access point off King Ave W in this hypothetical?

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Sent: Monday, August 22, 2022 11:55 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>; Plecker, Monica <pleckerm@billingsmt.gov>; Tim Miller <tmiller@yellowstonecountymt.gov>; Green, Dave <greend@billingsmt.gov>
Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] Shop World Condos Second Access Discussion

All,

Thank you for your time today for a discussion regarding the second access to King for this project. Please use this email when providing correspondence to keep everyone in the loop.

Just a few notes regarding the discussion:

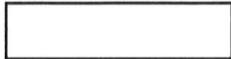
- MDT requested emergency access only due to the proximity of the approach to the east.
- The estimated trips per day are less than 50 due to the development being storage units.
- If this gets approved as a full access, the access will still be controlled by a coded gate.
- IMEG's response timeline is being granted some leniency due to this decision.

If you have any questions or comments, please let me know.

Thank you,

Shawn Thorson, P.E.

Civil Project Engineer



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(307) 620-0130 mobile

Shawn.M.Thorson@imegcorp.com

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Attachment B

Staff Analysis and Recommendation

County Planning, County Public Works, County Legal staff and Laurel Fire Department have reviewed the request for a variance from Yellowstone County Subdivision Regulations Section 4.6.B.5 of the Yellowstone County Subdivision Regulations, which requires a variance request for an Emergency Access Road rather than a full access road.

The applicant is proposing to develop a subdivision that does not provide a second full access into or out of the subdivision. They are proposing to instead build an Emergency Access Road (EAR) for emergency use only. When an applicant proposes an EAR they are required by Yellowstone County Subdivision Regulations to apply for a variance. The applicant is also asking for a variance from the requirement of a second way in and out of the subdivision. It is the opinion of County Planning, Public Works and Legal that there is an option for a second full access in and out of the subdivision making this requested EAR unnecessary. They could build a second way in and out using an existing dedicated right of way Rosebud Drive that would make a connection to South 80th Street West. MDT has also determined there is a possibility of a full access to King Avenue West. This connection would require more work to get a road from the subdivision down to King Avenue West.

Staff has reviewed the proposed subdivision and the variance request for an EAR, and is forwarding a recommendation of denial.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The granting of this variance would be detrimental to public health, safety, and general welfare or injurious to other adjoining properties. Granting this variance would create a subdivision with only one way in and out. Although there are subdivisions in the county that currently have this configuration it is a trend not worth continuing. An Emergency Access Road would only provide an access for the fire department having jurisdiction. It does not provide emergency access for those that may be inside the subdivision and need to get out in an emergency situation, they would still have only one way in and out. This scenario is detrimental to public health, safety and general welfare of those having storage units inside the subdivision.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

There are no surrounding physical conditions that would result in an undue hardship to the developer to build Rosebud Drive. There is a 60-foot dedicated access on the east of the proposed subdivision going out to South 80th Street West. An access road to King Avenue West does have some topographic challenges but could be built.

3. The variance will not result in an increase in taxpayer burden.

The variance will not increase taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

Approval of this variance will not place this subdivision in nonconformance of adopted zoning regulations or the growth policy. This subdivision is outside of county zoning.

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

This is the alternative to having a full 2nd access for the subdivision. It will only provide access for the fire department having jurisdiction, it does not provide an emergency access for storage unit owners within the subdivision.

The Planning Board is recommending denial of the proposed variance to the Planning Board.

Variance Request #2– Secondary Access

4.6 Streets and Roads

4.6.B Streets and Roads, General

(5) Second Access: To facilitate traffic movement, the provision of emergency services, and the placement of utility easements, all major subdivisions and subsequent minor subdivisions shall provide at least two means of vehicular access built to the standards of this Chapter and designed to ensure public health and safety.

Exceptions to the requirement to provide at least two means of vehicular access may be made for major and subsequent minor subdivisions may only be granted through a variance to these regulations.

Provision of a second means of vehicular access may be required for any subdivision when deemed necessary for public health, safety and welfare.

When not otherwise exempt, if a second means of vehicular access built to County road standards cannot be provided for reasons of topography or other physical conditions, the subdivider shall provide an emergency secondary access road, built to the standards detailed in Section 4.14 of these Regulations.

Per MCA 76-3-506: Strict compliance with these regulations will cause undue hardship for the applicant:

A variance is being pursued to relieve the applicant from the requirement to have at least two means of vehicular access for the proposed major subdivision. In lieu of a second access the subdivision will provide a gated emergency access off of King Ave. W. This gated emergency access will have no box for the fire department's use. The gated emergency access will also be built to full subdivision road standards. However, this access point will remain gated due to Montana Department of Transportation (MDT) rules regarding access separation of 400'. This separation requirement along with the topography constraints of other access points is the basis of hardship for secondary access. The sole public access proposed off Stillwater Drive will provide safe, adequate access to the proposed commercial buildings for future users. Shop World Condos is anticipated to produce 43 trips per day. During correspondence with MDT the request for a different access and denial of access off of King was made. MDTs requested access point is not feasible due to slope, drainage, and a wetland being in this spot. Therefore, the applicant requests a variance from Yellowstone County Subdivision Regulations requiring two accesses for major subdivisions.

1. The granting of this variance does not result in a threat to public safety, health, or welfare, and is not injurious to persons or property.

There does not appear to be any concern regarding public safety, health, or welfare by granting this variance, nor would it be injurious to persons or property. This is not known to cause a threat to public safety, health, or welfare, nor is it injurious to persons or property. Safe, adequate, access to the proposed commercial units is best provided via the access off Stillwater Drive. The anticipated 43 trips per day also indicates no threat to public safety, health or welfare.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

The conditions upon which this variance is based are unique in that the proposed subdivision is served by two roads, Stillwater Drive to the north and King Ave. W to the south. The particular shape of the site and existing roads to the north and south dictate that only one approach be used as the Montana Department of Transportation (MDT) requires 400' separation between approaches. MDT has authorized the location of the second approach off King Ave. W. pending the access remain locked and be used for emergency access only. The unique site topography also mandates that Stillwater Drive be used as the sole, primary, access for the proposed subdivision as grading and drainage due to slopes and wetlands are located in the only other point that MDT would allow access onto King Ave. W.

3. The variance will not result in an increase in taxpayer burden.

This variance request will not result in an increase in taxpayer burden. There will not be an increase to public costs whatsoever by granting this variance.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations.

The property is unzoned so the granting of this variance will not place the subdivision in nonconformance with any adopted zoning regulations.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The sole access off of Stillwater Drive is equally effective at providing ingress and egress options to future users of the subdivision as two access would be. This sole access is the preferred access due to the unique topographic conditions of the site. The estimated 43 daily trips align with the single access being proposed and do not contradict the intent of the subdivision regulations of Yellowstone County.

Anna M. Vickers

From: Kolten L. Knatterud
Sent: Wednesday, August 24, 2022 9:44 AM
To: Kirkemo, Zach; Tim Miller; Shawn M. Thorson; Plecker, Monica; Green, Dave
Cc: Anna M. Vickers
Subject: RE: Shop World Condos Second Access Discussion

Zach,

Thank you for the response and the information. I appreciate you reviewing the situation.

I do want to clarify however, even though our lot has the width to move the approach west in reality this is not possible as the western side of our lot has significant slope, a drainage, and a wetland so we are not able to locate our approach there. As such, our current proposed approach location is that only viable option to access King Avenue.

We will discuss internally and submit our final access proposal.



Thanks,

Kolten L Knatterud, PE
Project Executive



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kolten.l.knatterud@imegcorp.com

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From: Kirkemo, Zach <zkirkemo@mt.gov>

Sent: Wednesday, August 24, 2022 7:57 AM

To: Tim Miller <tmiller@yellowstonecountymt.gov>; Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>; Plecker, Monica <pleckerm@billingsmt.gov>; Green, Dave <greend@billingsmt.gov>

Cc: Anna M. Vickers <Anna.M.Vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>

Subject: RE: Shop World Condos Second Access Discussion

External Email: Treat links and attachments with caution.

All,

I have spoken with MDT Billings District supervisory personnel as requested. Because there is no residential development planned with this subdivision and the Laurel Fire Department has agreed to the emergency gated access, MDT has chosen to maintain its original position of requiring an approach at this location be emergency-only access in an attempt to maintain some semblance of access control along the King Ave corridor. MDT has already made concessions to its requirements in allowing this location at all. If approved, this would like have been the access used by most customers which is not MDT's desire. MDT's desire is for developments with access to existing County roads to use County roads.

I wish to reiterate the County and landowner that MDT is not opposed to a full access approach on King Ave for this subdivision. The issue is the location of the current approach. A full access approach would only be allowed if the new approach were relocated to the west satisfying the 400' spacing requirement between all approaches for rural highways. This would locate the approach roughly at the midpoint between the driveways for 8043 King Ave W and 8243 King Ave W. If this realignment is ultimately done, MDT would require removal of the newly-built approach and restoring the disturbed area to its original state.

MDT doesn't believe the State should have to concede access management requirements and sacrifice the safety of the travelling public in order to reduce the developer's cost. MDT would support the County if the County denied the variance request and imposed the approach relocation requirements stated above.

Respectfully,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Tim Miller <tmiller@yellowstonecountymt.gov>

Sent: Tuesday, August 23, 2022 9:16 AM

To: Kirkemo, Zach <zkirkemo@mt.gov>; Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>; Plecker, Monica <pleckerm@billingsmt.gov>; Green, Dave <greend@billingsmt.gov>

Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>

Subject: [EXTERNAL] RE: Shop World Condos Second Access Discussion

Zach

If the development were able to access both Stillwater and 80th that would be acceptable for two accesses being that traffic can exit on 80th by going either north or south. If 80th were a dead end then it would not be acceptable for a second access.

Hope this helps

Tim Miller
Yellowstone County Public Works Director / Floodplain Administrator
Phone 406-256-2735
e-mail tmiller@yellowstonecountymt.gov
Po Box 35024
Billings Mt 59107

My e-mail has changed to tmiller@yellowstonecountymt.gov

From: Kirkemo, Zach <zkirkemo@mt.gov>
Sent: Tuesday, August 23, 2022 7:50 AM
To: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>; Plecker, Monica <pleckerm@billingsmt.gov>; Tim Miller <tmiller@yellowstonecountymt.gov>; Green, Dave <greend@billingsmt.gov>
Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: RE: Shop World Condos Second Access Discussion

All,

I have a hypothetical question for City/County Planning to help ensure my understanding of the two access requirement. I wish I had thought to ask this yesterday.

Say this particular development was adjacent to 80th St W and Stillwater Dr. Would having one access to 80th St W and one access to Stillwater Dr satisfy Planning's requirements, or would the development still need one additional access point off King Ave W in this hypothetical?

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

From: Shawn M. Thorson <Shawn.M.Thorson@imegcorp.com>
Sent: Monday, August 22, 2022 11:55 AM
To: Kirkemo, Zach <zkirkemo@mt.gov>; Plecker, Monica <pleckerm@billingsmt.gov>; Tim Miller <tmiller@yellowstonecountymt.gov>; Green, Dave <greend@billingsmt.gov>
Cc: Anna M. Vickers <anna.m.vickers@imegcorp.com>; Kolten L. Knatterud <Kolten.L.Knatterud@imegcorp.com>
Subject: [EXTERNAL] Shop World Condos Second Access Discussion

All,

Thank you for your time today for a discussion regarding the second access to King for this project. Please use this email when providing correspondence to keep everyone in the loop.

Just a few notes regarding the discussion:

- MDT requested emergency access only due to the proximity of the approach to the east.
- The estimated trips per day are less than 50 due to the development being storage units.
- If this gets approved as a full access, the access will still be controlled by a coded gate.
- IMEG's response timeline is being granted some leniency due to this decision.

If you have any questions or comments, please let me know.

Thank you,

Shawn Thorson, P.E.
Civil Project Engineer



[\[imegcorp.com\]](http://imegcorp.com)

IMEG Corp.
175 N 27th Street Suite 1312 Billings, MT 59101

(406) 414-7768 | single reach
(307) 620-0130 | mobile

Shawn.M.Thorson@imegcorp.com

website [\[imegcorp.com\]](http://imegcorp.com) | vCard [\[dynasend.com\]](http://dynasend.com) | map [\[google.com\]](http://google.com) | regional news [\[imegcorp.com\]](http://imegcorp.com)  [\[twitter.com\]](http://twitter.com)  [\[facebook.com\]](http://facebook.com) 

Learn more [\[imegcorp.com\]](http://imegcorp.com) about us and the IMEG story!

This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

Good morning,

I am writing as a concerned citizen regarding the 'proposed' Shop World 3 that is currently under construction directly next to my home, located at 544 Pike Court.

I would like to start by saying thank you for sending the certified notification of this meeting. Given that the developer had begun construction on this 'proposed' project in April, our entire neighborhood didn't realize this was not yet an approved project. After many conversations with our neighbors and hours of research on your website, I've outlined a few things that have me concerned about the 'proposed' Shop World 3 entering our established residential neighborhood.

The [Yellowstone County 2008 Growth Policy](#) is referenced for compliance in the [Fact-Finding document](#) that was submitted and asks whether or not the developer is adhering to certain issues. The Fact-Finding document references Issue 1 under the Land Use Element section of the 2008 Growth Policy.

The issue states:

1. ISSUE: Neighborhoods are experiencing pressures from new development and land use changes.

GOAL: Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.

OBJECTIVES: • Preserve neighborhood integrity. • Empower neighborhood groups.

The Fact-Finding document states that 'it is mostly surrounded by large lot single family housing' and references that Shop World 1 is to the southeast. It appears that this statement ignores the presence of the adjoining and directly connected residential properties to the 'proposed' Shop World 3. It also ignores that 'Shop World 1 is not just to the southeast but is across King Avenue from the proposed location of Shop World 3.

My questions to the Committee and to the County Commissioners are this: Why is the preservation of the Stillwater and accompanying neighborhoods dismissed because of Shop World 1's proximity? Why is the integrity of our neighborhood not applicable to these goals and objectives? Why are the interests of storage developers taken into higher consideration than those of the families that are being forced to live next to the units?

It appears to me that all of the issues listed under the 'Land Use Element' section of the Yellowstone County 2008 Growth Policy can be taken into consideration when contemplating the approval of Shop World 3.

The 'proposed' location of Shop World 3 has my husband and myself questioning what the long-term impact of living directly next to an unkempt and aesthetically unappealing storage facility will do to the value of our home, our neighbors' homes, and the integrity of our neighborhood.

ALL of us who live off of 80th and Stillwater Drive chose to build and purchase our homes in an area devoid of commercial development. Part of the appeal of living in the country is the ability to enjoy a country feel to our home. To not have the light pollution of the city obscuring our view of the stars at night is one of the magical elements of living in the country that we will now be robbed of by the invasion of Shop World 3. The light pollution from Shop World 1, although dim given the distance, is

present and visible not only from our yard but from filters inside our house. With shop Word 3 facing my home, my children's rooms, mine, and my husband's room, and our main living space will be flooded with light from the storage facility across the road. It's heartbreaking to know the serene nights we have enjoyed for the last two years will be destroyed by the ever-present nighttime lights of our new and inconsiderate neighbor.

According to the Yellowstone County 2008 Growth Policy's Natural Resources Element section, the following is stated:

4. ISSUE: Weeds detract from the beauty of an area, pose a fire danger, and reduce the productivity of agricultural land.

GOAL: Controlled weed populations.

OBJECTIVES: • Improve range productivity. • Preserve native vegetation. • Reduce the risk of wildfire and potential for erosion.

As mentioned above, I live close to Shop World 1 and have seen zero re-vegetation applied to the exposed dirt. Nor is there any re-vegetation that has applied to the 80th Street Storage that is located northeast of my home. The Fact-Finding document states: 'The developer shall complete a weed management plan and shall provide a re-vegetation plan as required by County Subdivision Regulations. This is NOT happening. I drive past Shop World 1 on my way to work every day and have noticed that there is an abundance of exposed ground, blowing dirt, and weeds.

Planning Committee and County Commissioners, I ask you: Who will be held accountable for the re-vegetation of these developments? What would the preservation of native vegetation look like for this 'proposed' development? And when can we expect these standards to be enforced? Furthermore, how can we expect these standards to be enforced at Shop World 3 when they are not currently being enforced at the original location?

Please see the attached document from the Yellowstone County Weed District. Their reach is limited to issuing non-compliance letters if there are noxious weeds growing. If that is the limit of their reach, then our community needs YOU to enforce the adherence to the Yellowstone County 2008 Growth Policy and to PROTECT the residential homeowners' investments.

Overall, I am concerned about a decrease in home and property values in my and other bordering residential communities if this project proceeds.

In fact, the subdivision of Shop World 3 is a violation of the adopted Yellowstone County 2008 Growth Policies. Overall, I am concerned about a decrease in home and property values in my and other bordering residential communities if this project proceeds.

This is a formal request for the Planning Committee and the Yellowstone County Commissioners to deny approval of this subdivision.

Sarah Varley

544 Pike Court

406-671-9685

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 10/18/2022

Title: Brown Family Farm Covenant

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Acceptance of Agricultural Covenant for Tract 1 of an Unnumbered COS for Brown Family Farms, LP.

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Execute

Attachments

Brown Family Covenant

Return to:

BROWN FAMILY FARMS LP
349 SANDBAK RD
BROADVIEW, MT 59015

ACCEPTANCE OF AGRICULTURAL EXEMPTION

A Certificate of Survey of the following described lands is being submitted for recordation at the Yellowstone County Clerk and Recorder's office, whereby the landowner, BROWN FAMILY FARMS LP, wishes to enter into a covenant running with the land and revocable only by mutual consent of the governing body of Yellowstone County and the property owner, or their successor in interest, that the land will be used exclusively for agricultural purposes.

Legal Description: Tract 1 of Certificate of Survey _____

Recorded as Document No. _____

Whereas the landowner has signed on the face of the Certificate of Survey their intent and desire to enter into said covenant, the Board of County Commissioners of Yellowstone County do hereby accept and agree to the covenant being placed upon the above described land. A change in use of the land for anything other than agricultural purposes subjects the land to the provision of Parts 5 & 6 of the Montana Subdivision and Platting Act (MSPA) in the Montana Code Annotated.

Dated this _____ day of _____, 2022.

Yellowstone County Commissioners

Chairperson

Commissioner

Commissioner

Attest:

Jeff Martin, Clerk & Recorder

State of Montana)

:

County of Yellowstone)

On this ____ day of _____, 2022, before me, a Notary Public for the State of Montana, personally appeared Denis Pitman, Donald Jones, and John Ostlund, members of the Board of County Commissioners, and Jeff Martin, County Clerk & Recorder, known to me to be the persons whose names are subscribed to within the instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year first written above.

(seal)

Notary Public for the State of Montana

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 10/18/2022

Title: CSA 1115 Covenant

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Agricultural Covenant for Tract 2A-1-A, Amended Tract 2A -1, of Amended Tracts 2A and 2B of Amended Tract 2, COS 1115

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Execute

Attachments

CSA 1115 Covenant

Return to:
Cindi Kluksdahl
3075 Wolf Road
Billings, MT 59105

DECLARATION OF AGRICULTURAL COVENANT

THIS DECLARATION, made and entered into on this 27th day of September, 2022, by and between Cindi L. Kluksdahl and Mark D. Kluksdahl, the owner of that certain tract of land situated in the SE¹/₄ of Section 31, T. 2 N., R. 27 E., P.M.M., described as TRACT 2A-1-A of AMENDED TRACT 2A-1 OF AMENDED TRACTS 2A & 2B OF AMENDED TRACT 2, CERTIFICATE OF SURVEY No. 1115, hereinafter called "Declarant" and the County of Yellowstone, hereinafter called "COUNTY",

WITNESSETH

WHEREAS, the "Declarant" wishes to create the above described property by the process of a Certificate of Survey; and

WHEREAS, pursuant to Section 76-3-207 (1)(c), M.C.A., a covenant must be entered into between the landowner and the governing body stating that the divided land will be used exclusively for agricultural purposes;

NOW, THEREFORE, the "Declarant" does hereby certify that the subject lands, which contain less than one hundred sixty acres, shall be held, sold and conveyed in any manner subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof. This covenant may be revoked by the mutual consent of the owners of the properties in question and the COUNTY. The governing body is deemed to be a party to and may enforce this covenant, TO WIT:

Tract 2A-1-A, as shown on Amended Tract 2A-1 of Amended Tracts 2A & 2B of Amended Tract 2, Certificate of Survey No. 1115, on file in the office of the Clerk and Recorder of Yellowstone County under Document No. _____ which contains less than one hundred sixty acres, shall be used exclusively for agricultural purposes and no building or structure requiring water or sewage facilities will be erected or utilized thereon. Any change in use of the land for anything other than agricultural purposes subjects the effected parcel to the provisions of the Montana Subdivision and Platting Act for the review and approval of subdivisions.

Declarant

Cindi L. Kluksdahl

Cindi L. Kluksdahl

Mark D. Kluksdahl

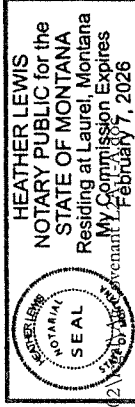
Mark D. Kluksdahl

STATE OF MONTANA)

:ss

County of Yellowstone)

This instrument was acknowledged before me on September 27, 2022, by Cindi L. Kluksdahl and Mark D. Kluksdahl.



Heather Lewis
Notary Public in and for the State of Montana

1 of 2

(08/23/22) mrc

P:96041 (2)

Board of County Commissioners,
Yellowstone County, Montana

By: _____ Chairman

By: _____ Commissioner

By: _____ Commissioner

Acknowledged: _____ Clerk and Recorder

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the members of the Board of County Commissioners and _____, the Clerk and Recorder of Yellowstone County, Montana, who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 10/18/2022

Title: Board Reappointments

Submitted By: Erika Guy

TOPIC:

Board Reappointments - Brandy Dangerfield & Pam Ask to Lockwood Pedestrian Safety District Advisory Board/ Oscar Heinrich Jr. to Tax Appeal Board/ Dennis Cook to City/County Planning Board/ Mike Boyett to Youth Services Center Board

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

Sign and Mail

Attachments

Brandy Dangerfield

Oscar Heinrich Jr.

Dennis Cook

Mike Boyett

Pam Ask

Yellowstone County



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

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

October 18, 2022

Ms. Brandy Dangerfield
3530 Kingswood Dr.
Billings, MT 59101

RE: Re-appointment to Lockwood Pedestrian Safety District Advisory Board

Dear Ms. Dangerfield,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to December 31, 2025.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder

OCT 06 2022

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Brandy Dangerfield HOME PHONE: (406) 671-3074
ADDRESS: 3530 Kingswood Dr. WORK PHONE: _____
CITY: Billings STATE: MT ZIP: 59101
BUSINESS OR JOB: MDU Resources, Customer Communications Coordinator
E-MAIL ADDRESS: dangerfield.brandy@gmail.com
BOARD OR COMMISSION APPLIED FOR: Lockwood Pedestrian Safety District

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

As a Lockwood resident and community supporter, I campaigned to vote in the Lockwood Pedestrian Safety District and have served as an advisory board member since inception, since 2014. Currently serving as advisory board chair, I also contribute to the district as a graphic designer, providing marketing and communication services, essential to awareness of the district's progress and initiatives.

Why do you wish to serve on this Board or Commission?

Lockwood continues to be a community I am proud to serve and support as it develops. As activity, commercial development and traffic continue to increase in Lockwood, I wish to serve on the advisory board to assure pedestrian safety, especially that of children is prioritized and encouraged as a part of a healthy, active lifestyle.

Additional information that you feel is pertinent (attach additional sheets if needed):

Brandy Dangerfield
Signature

10/05/2022
Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:		
APPOINTED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> DATE <u>10/18/22</u>
TERM EXPIRATION DATE: <u>12/31/25</u>		
(Circle one)		
ORIGINAL APPOINTMENT	<u>REAPPOINTMENT</u>	TERM NO: <u>5</u>

Yellowstone County



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

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

October 18, 2022

Mr. Oscar L. Heinrich, Jr.
5148 Granite Peak Ln.
Billings, MT 59106

RE: Re-appointment to Tax Appeal Board

Dear Mr. Heinrich,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to December 31, 2025.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Erika Guy, Po Box 35000, Billings, MT 59107

~~Yellowstone County Commissioners
RECEIVED
NOV 2 2019~~

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Oscar L. Heinrich, Jr. HOME PHONE: 969-3851
ADDRESS: 5148 Granite Peak Ln. WORK PHONE: _____
CITY: Billings STATE: MT ZIP: 59106
BUSINESS OR JOB: Retired
E-MAIL ADDRESS: osclhjr@gmail.com
BOARD OR COMMISSION APPLIED FOR: County Tax Appeal Board

*Re-use old
app. per email
10/6/22

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

Past member Yellowstone County Zoning Commission
Past member Yellowstone County Board of Adjustment
Current member on CTAB

Why do you wish to serve on this Board or Commission?

To continue to serve the citizens of Yellowstone County

Additional information that you feel is pertinent (attach additional sheets if needed):

Oscar L. Heinrich Jr. by ptb 10/12/16
Signature Date
per phone conversation

Oscar gave permission to
use previous app for
re-appointment 11/26/19

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/18/22
TERM EXPIRATION DATE: 12/31/25

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 5

Yellowstone County



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

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

October 18, 2022

Mr. Dennis Cook
1825 Three Bars Trail
Billings, MT 59105

RE: Re-appointment to City/County Planning Board

Dear Mr. Cook,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to December 31, 2024.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Tammy Dienes, 2825 3rd Ave. N. 4th Floor, Billings, MT 59101

OCT 06 2022

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: DENNIS L COOK HOME PHONE: 406-698-9103
ADDRESS: 1825 THREE BARS TRAIL WORK PHONE: 406-698-9103
CITY: BILLINGS STATE: MT ZIP: 59105
BUSINESS OR JOB: CROWN REALTY / BROKER OWNER
E-MAIL ADDRESS: denniscook@billingshomes4sale.com
BOARD OR COMMISSION APPLIED FOR: CITY / COUNTY PLANNING

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

SERVED AS COUNTY ZONING BOARD MEMBER & ~~1st~~ Chair for 12 YRS.

HAVE SERVED ON PLANNING FOR 17 YRS.

REAL ESTATE BROKER SELLING LOTS & LAND - INVESTMENT - 4/5TH COMMERCIAL RESIDENTIAL

Why do you wish to serve on this Board or Commission?

REALIZE HOW IMPORTANT PLANNING IS SETTING THE BASIS FOR FUTURE GENERATIONS

Additional information that you feel is pertinent (attach additional sheets if needed):

SERVED AS MAR PRES. 2014 - MEMBER SINCE 2001
CHAIRMAN GOVT. AFFAIRS COMMITTEE FOR 3 YEARS.

SERVE ON VARIOUS COMMITTEES @ MAR. NAR.

NAR - LAND USE 2022.

ASSOCIATION MGMT.

FINANCE & AUDIT @ BAR & MAR

Signature Dennis L Cook

Date 10/6/2022

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/18/22
TERM EXPIRATION DATE: 12/31/24

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT

TERM NO: 10

Yellowstone County



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

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

October 18, 2022

Mr. Mike Boyett
2508 Forest Meadow Ln.
Billings, MT 59102

RE: Re-appointment to Youth Services Center Board

Dear Mr. Boyett,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to December 31, 2024.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Val Weber, 410 S. 26th St., Billings, MT 59101

OCT 07 2022

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: MIKE BOYETT HOME PHONE: 406-694-2436

ADDRESS: 2508 FOREST MEADOW LN WORK PHONE: _____

CITY: Billings STATE: MT ZIP: 59102

BUSINESS OR JOB: _____

E-MAIL ADDRESS: MIKE.BOYETT@CHARTER.NET

BOARD OR COMMISSION APPLIED FOR: YOUTH SERVICE CENTER

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I have been on this board for the last 12 yrs

Why do you wish to serve on this Board or Commission?

I wish to continue to assist Val Usher.

Additional information that you feel is pertinent (attach additional sheets if needed):

Mike Boyett 10/7/22
Signature Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:		
APPOINTED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> DATE <u>10/18/22</u>
TERM EXPIRATION DATE: <u>12/31/24</u>		
(Circle one)		
ORIGINAL APPOINTMENT	<input checked="" type="radio"/> REAPPOINTMENT	TERM NO: <u>7</u>

Yellowstone County



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

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

October 18, 2022

Ms. Pamela Ask
5320 High Trail Rd.
Billings, MT 59101

RE: Re-appointment to Lockwood Pedestrian Safety District Advisory Board

Dear Ms. Ask,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to December 31, 2025.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chair

John Ostlund, Member

Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Brandy Dangerfield, 3530 Kingswood Drive, Billings, MT 59101

* Reuse old
app per email
10/7/22.

RECEIVED

JUL - 5 2019

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Pamela Ask HOME PHONE: 406-671-7981
ADDRESS: 5320 High Trail Rd WORK PHONE: same
CITY: Billings STATE: MT ZIP: 59101
BUSINESS OR JOB: Retired owner Ask, Inc + Players Club
E-MAIL ADDRESS: pamask@hotmail.com
BOARD OR COMMISSION APPLIED FOR: Lockwood Pedestrian Safety Dist

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

Board Chair Better Billings Foundation
Lockwood School Board Co-Chair
TEDD Advisory Board
Lockwood Optimist Member

Why do you wish to serve on this Board or Commission?

I'm interested in being part of a developing
Lockwood Community. I'd like to be part of
solving safety issues and my current involv-
ments gives me a unique perspective.

Additional information that you feel is pertinent (attach additional sheets if needed):

Pamela Ask
Signature

7/2/19
Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/18/22

TERM EXPIRATION DATE: 12/31/25

(Circle one)

ORIGINAL APPOINTMENT ☐ REAPPOINTMENT ☒

TERM NO: 2

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 10/18/2022

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

October 18, 2022

METRAPARK ADVISORY BOARD	3 year	2 full to 12/31/25 1 partial to 12/31/23
YOUTH SERVICES CENTER	2 year	1 full to 12/31/24

CITY/COUNTY PLANNING: DIST 7	2 year	1 partial to 12/31/23
-------------------------------------	--------	-----------------------

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

**APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, November 17, 2022**

October 4, 2022

BOARD OF ADJUSTMENT	2 year	1 partial to 12/31/22
----------------------------	--------	-----------------------

- ✚ **NOTE:** Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 247-8662.

HISTORIC PRESERVATION	2 year	1 full to 12/31/23
------------------------------	--------	--------------------

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

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/22
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/22
CITY/COUNTY PLANNING: DIST 6	2 year	1 partial to 12/31/22

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

BLUE CREEK FIRE SERVICE AREA	3 year	1 full to 5/08/24
LAUREL URBAN FIRE SERVICE AREA	3 year	1 full to 6/30/25 1 partial to 6/30/23

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

HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/24
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- ✚ **NOTE:** To be eligible for the above special district boards, applicants must live **OR** own property within the boundaries of the district.

ZONING COMMISSION	2 year	1 full to 6/30/23
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- ✚ **NOTE:** To be eligible for the above special district board, applicants must live outside city limits of Billings but within 4 ½ mile zoning boundary

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 partial to 12/31/22 2 partial to 12/31/23 1 full to 12/31/24
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	3 partial to 12/31/23
PARK BOARD	3 year	1 partial to 6/30/23 1 full to 6/30/25
YELLOWSTONE ART MUSEUM	5 year	1 full to 6/30/26
WEED CONTROL BOARD	3 year	1 partial to 12/31/22
TAX APPEAL BOARD	3 year	1 partial to 12/31/23
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	5 year	1 full to 12/31/27

**APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, November 3, 2022**

B.O.C.C. Regular

Agenda Item 2. c.

Meeting Date: 10/18/2022

Title: CDBG Planning Grant Application

Submitted By: Erika Guy

TOPIC:

CDBG Planning Grant Application

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign

Attachments

CDBG Planning Grant Application

III. CDBG PLANNING GRANT APPLICATION

MONTANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONTANA DEPARTMENT OF COMMERCE – COMMUNITY MT DIVISION

SECTION A – APPLICANT CERTIFICATION

The Applicant hereby certifies that: It will comply with all applicable parts of Title I of the Federal Housing and Community Development Act of 1974, as amended, which have not been cited herein, as well as with other applicable federal laws and regulations.

It will comply with all requirements established by the Montana Department of Commerce and applicable State laws, regulations, and administrative procedures.

It accepts the terms, conditions, selection criteria, and procedures established by the Montana Community Development Block Grant (CDBG) Program and expressly waives any statutory or common law right it may have to challenge the legitimacy and propriety of these terms, conditions, criteria, and procedures in the event that it is not selected for an award of CDBG funds.

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

Name (printed): Donald Jones

Title (printed): Chairman, Board of County Commissioners

Signature: _____ Date: 10/1/22
Chief Elected Official or Authorized Representative

SECTION B – APPLICANT INFORMATION

1. Name of Applicant: Yellowstone County

2. Mailing Address: PO Box 35003

Billings MT

3. Type of Entity: County Government

4. Federal Tax ID Number: 81-6001449

5. Type of Project: Neighborhood Plan - Planning Grant

6. DUNS Number: 071404941

SECTION C – CONTACT INFORMATION SUMMARY—ALL FIELDS MUST BE COMPLETED UNLESS OTHERWISE NOTED. FAILURE TO COMPLETE ALL FIELDS MAY RESULT IN A DELAY IN PROCESSING YOUR APPLICATION

CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE:

Donald Jones
(Name)
Chair, Board of County Commissioners
(Title)
PO Box 35003
(Street/PO Box)
Billings MT 59107
(City) (Zip)
406-256-2701
(Telephone)
djones@yellowstonecountymt.gov
(Email)

PROJECT ENGINEER/ARCHITECT (if applicable):

N/A
(Name)

(Title)

(Street/PO Box)

(City) (Zip)

(Telephone)

(Email)

LEGAL COUNSEL/ATTORNEY:

Scott Twito
(Name)
County Attorney
(Title)
217 N 27th Street, Room 701
(Street/PO Box)
Billings MT 59101
(City) (Zip)
406-256-2870
(Telephone)
countyattorney@yellowstonecountymt.gov
(Email)

PRIMARY CONTACT PERSON (if different from CEO/Auth Rep):

Monica Plecker
(Name)
city/count
Planning Division Manager - planning
(Title)
2825 3rd Ave N, 4th Floor
(Street/PO Box)
Billings MT 59101
(City) (Zip)
406-247-8660
(Telephone)
pleckerm@billingsmt.gov
(Email)

GRANT/LOAN ADMINISTRATOR (if applicable):

Jennifer Jones
(Name)
Assistant Finance Director
(Title)
PO Box 35003
(Street/PO Box)
Billings MT 59107
(City) (Zip)
406-256-2816
(Telephone)
jjones@yellowstonecountymt.gov
(Email)

CLERK/CONTRACT ATTESTER:

Jeff Martin
(Name)
Clerk & Recorder
(Title)
PO Box 35001
(Street/PO Box)
Billings MT 59107
(City) (Zip)
406-256-2787
(Telephone)
jmartin@yellowstonecountymt.gov
(Email)

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 10/18/2022

Title: Community Wildfire Defense Grant (CWDG) Application

Submitted For: Kenneth Williams

Submitted By: Annemarie Overcast,
DES Coordinator

TOPIC:

Community Wildfire Defense Grant (CWDG) Application

BACKGROUND:

Second grant application process to receive funding in order to update the 2006 Community Wildfire Protection Plan (CWPP).

RECOMMENDED ACTION:

Approve Submittal

Attachments

CWDG Application

0	Admin Section				

1	Proposal Cooperator [MT]				
	Cooperator Organization:		Yellowstone County		
	Contact Person:		KC Williams		
	Address:		316 N. 26th St., Room# 3201		
	City:	Billings	State:	MT	ZIP Code: 59101
	Phone:		406-256-2776	Email:	kwilliams@yellowstonecountymt.gov

1	Applicant Information [MT]				
	Applicant:		State of Montana; Department of Natural Resources and Conservation		
	Contact Person:		Julia Berkey		
	Address:		2705 Spurgin Rd		
	City:	Missoula	State:	MT	ZIP Code: 59804
	Phone (work/cell):		406.542.4221	Fax:	406.542.4217
	Email:		julia.berkey@mt.gov		
Federal Tax Id:		81-0302402	DUNS#:	UEI - FM98VUXB4LM9	

2	Project Information				
	Name of the Project:		Yellowstone County Community Wildfire Protection Plan Update and Modernization		
	Community Name(s):		Billings, Laurel, Broadview, Acton, Ballantine, Custer, Huntley, Lockwood, Nibbe		
	Counties:		Yellowstone		
Congressional District:		1			

2	GIS Coordinates				
	Area Name:		Yellowstone County		
	Boundary Lat/Longs:		46.497, -107.777; 46.133, -108.922; 45.689, -108.905; 45.463, -108.697; 45.521, -108.069; 45.902, -108.046; 46.136, -107.466		
	Description:		Bounding coordinates (in order: NE, NW, SW1, SW2, SE1, Mid-N, SE2) for Yellowstone County		

3	Brief Project Overview and Purpose				
	<p>This project is intended to provide funding for the update and modernization of Yellowstone County's Community Wildfire Protection Plan. The current plan, which is 16 years old, does not reflect the current wildfire risk realities facing the county. As a result, local, state, and federal partners lack a unifying document with which they can coordinate, plan, and implement risk reduction activities. With the proposed funds, Yellowstone County will hire a qualified contractor to assist the county with community outreach, facilitating meetings, and technical writing and analysis. The final product will include an action plan that identifies specific, prioritized projects to promote wildfire-resilient landscapes, foster fire adapted communities, and assist with safe and effective wildfire response.</p>				

4	Grant Component Type				
	<p>This grant funding will assist a community with creating or updating a Community Wildfire Protection Plan (CWPP) that is more than 5 years old.</p>				

	Is your community considered "at-risk"
5	<p>Yes, Yellowstone County, Montana meets the "at-risk community" eligibility for CWDG. Populated areas in Yellowstone County have, on average, greater wildfire risk to homes than 66% of counties in Montana (Wildfire Risk to Communities. Scott, Joe H.; Gilbertson-Day, Julie W.; Moran, Christopher; Dillon, Gregory K.; Short, Karen C.; Vogler, Kevin C. 2020. Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. https://doi.org/10.2737/RDS-2020-0016).</p> <p>Yellowstone County, Montana also meets the "at-risk community" eligibility requirement given that populated areas in Yellowstone County have, on average, greater wildfire risk to homes than 81% of counties in the United States (Wildfire Risk to Communities. Scott, Joe H.; Gilbertson-Day, Julie W.; Moran, Christopher; Dillon, Gregory K.; Short, Karen C.; Vogler, Kevin C. 2020. Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. https://doi.org/10.2737/RDS-2020-0016).</p> <p>Data available from the FACnet CWDG Primer: https://wildfirerisk.org/wp-content/uploads/2022/08/CWDG_Eligibility.xlsx.</p>

	Roofing Code/Ordinance
6	<p>Montana has adopted the International Building Code, 2021 Edition and Wildland Urban Interface Code, 2021 Edition. https://bsd.dli.mt.gov/Building-Codes-Permits/current-codes.</p>

	Grant Waiver
7	<p>No.</p>

Project Description

This project is intended to provide Yellowstone County, and all political subdivisions contained within, with a revised and modernized CWPP. The requested funds will allow the county to engage in a truly collaborative update process that involves a wide range of stakeholders. Yellowstone County is the most populated county in Montana and ranks 5th in the state in terms of total risk to structures, according to the Montana Wildfire Risk Assessment. To collectively plan for and address this risk, this effort will use the best and most appropriate science from all partners, integrated with local and regional knowledge about wildfire risks and fire behavior, to update and modernize the CWPP for the county. This new plan is intended to address the needs of local citizens, the regional economy, and the significance of this region to the rest of Montana and the Inland West.

As a keystone document in addressing community wildfire risk, a revised county CWPP will improve strategies to coordinate wildfire response, mitigate impacts, and reduce the threat of fire in Yellowstone County. The current CWPP, however, has not been updated since it was first published in 2006, and therefore is ineffective at identifying the present wildfire risk facing the people, structures, and critical infrastructure within Yellowstone County. The outdated CWPP also fails to effectively convene interagency partners to collaboratively address wildfire risk.

By updating their CWPP, Yellowstone County will be able to better coordinate where federal, state, and local agencies prioritize wildfire risk reduction work. They will also be able to align these risk reduction activities with community values and identify recourse and funding to implement the mitigation work. Furthermore, in Montana, state statute requires that the wildland-urban interface, or WUI, be defined within a county-level CWPP. Therefore, this updated plan will identify WUI parcels for Yellowstone County using the most updated housing and wildfire risk data. A thoughtful, coordinated approach to defining the WUI is of particular importance to federal agencies, as fuel reduction projects on federal land that fall within the designated WUI are allowed some streamlined NEPA processes as well as a Categorical Exclusion for hazardous fuels reduction.

To collaboratively update the CWPP, Yellowstone County will create a core group, led by the countys Disaster and Emergency Services Director & Fire Warden, that will include county representatives such as the commissioners, the fire chief, the fire council chairman, and the local emergency planning committee chairman. The core team will also include individuals from the 10 local fire departments and fire personnel from the local DNRC unit. Throughout the update process, this team will rely heavily on input from Tribal representatives, local governments, landowners, and community-based groups with a demonstrated commitment to a collaborative approach to wildfire risk reduction.

Finally, Yellowstone County will solicit the involvement of private citizens as much as possible, as their input and contribution to the risk assessment, identification of mitigation activities, and project implementation is necessary for effective wildfire risk mitigation. Crucial to this process are the traditionally underserved populations within the county, including low-income individuals, unhoused and mentally ill populations (mostly within Billings city limits), and older populations that are more averse to using current technology or social media. Such groups can face the greatest wildfire risk but often have the fewest resources to address them. The greatest barrier to engagement of these individuals is providing accessible meetings, as the meetings tend to take place during standard work hours. Yellowstone County intends to provide alternate ways to access these meetings, such as virtual opportunities, meeting recordings, and a few meetings (both virtual and in-person) outside of normal working hours, to further encourage participation from traditionally underserved stakeholders.

To ensure the CWPP update is completed in a timely manner, grant funds will be used to hire a professional facilitator for the update process. The Yellowstone County Board of County Commissioners will solicit competitive bids from companies to provide the service of leading the assessment and the writing of the Yellowstone County CWPP. This individual or organization will provide technical expertise on collaborative engagement, GIS analysis, and writing of the final CWPP product throughout the process.

The final CWPP will be the result of a modernized wildfire risk analysis, combined with professional cooperation and collaboration, to produce an actionable plan aimed at reducing the potential for wildfires to threaten people, structures, infrastructure, and unique ecosystems in Yellowstone County, Montana. It will include an action plan with specific, proposed projects that will promote resilient landscapes, foster fire adapted communities, and support safe and effective response throughout Yellowstone County. The creation of such a plan aligns directly with the tenets of Cohesive Wildland Fire Management Strategy, and projects may include: 1) identification of high risk and/or high value landscapes to receive thinning or prescribed fire treatments, 2) planning of outreach campaigns to educate county residents on the importance of home ignition zone treatment, home hardening, and evacuation and smoke preparedness, and 3) a plan to produce regular Facilitated Learning Assessments and lessons learned documents following wildfire season. Such projects are intended to reduce wildfire risk within a county to keep communities and responders as safe as possible. Finally, the project will align with the Montana Forest Action Plan , which calls for the revision of CWPPs to align with local, state, and federal resources and priorities to foster more fire adapted communities and reduce wildfire risk (<https://www.montanaforestactionplan.org>, p. 46).

9	Applicant Budget [MT]				
		Grant	Match		TOTAL
		Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
	Personnel / Labor:	\$4,484	\$1,059		\$5,543
	Fringe Benefits:	\$1,922			\$1,922
	Travel:	\$1,000			\$1,000
	Equipment:				
	Supplies:	\$2,000			\$2,000
	Contractual:	\$60,000		\$9,750	\$69,750
	Other:				
Indirect Costs:	\$1,183			\$1,183	
TOTAL:	\$70,589	\$1,059	\$9,750	\$81,398	

Project Budget Explanation	
10	Funds will be used to update and modernize the Yellowstone County CWPP.
	Grant funds requested:
	Personnel/Labor costs (\$5,312), along with fringe benefits (\$2,276) are for the Montana Department of Natural Resources and Conservation (DNRC) to administer the subaward, which includes: monitoring progress and deliverables; technical assistance; and accomplishment tracking and reporting.
	Travel costs (\$1,000) will also cover DNRC administration of the subaward with vehicle costs at fleet rates.
	Supplies (\$2,000) will cover publication development, printing, and mailing expenses during DNRC administration of subaward.
	Contractual costs (\$60,000) will be subawarded to Yellowstone County for the county to hire and pay a company, contracted through an RFP process, that will facilitate and support the CWPP update process. The hired contractor will facilitate collaborative CWPP update meetings, assist with GIS data analysis, and produce the final written deliverable(s).
	Indirect costs (\$1,331) are based upon DNRC's negotiated rate with the United States Forest Service (USFS).
	Match:
	Personnel/Labor match (\$1,059) will include state-funded DNRC program staff time contributed toward complementary program services (technical assistance, outreach and education) in support of CWPP updates.
	Contractual match (\$1,059) will include Yellowstone County staff time to attend update meetings and work on update deliverables (150 hours at \$65/hour = \$9,750).

Accomplishments

By the end of the project period, this funding will result in an updated and modernized county-wide Community Wildfire Protection Plan for Yellowstone County.

To achieve this goal, Yellowstone County will aim for the following timeline after receiving the grant award:

- 1st month: Core team to prepare Request for Proposal (RFP) or Request for Quotation (RFQ) for consultant to assist with plan and notate rough wildfire risk map of areas of concern
- 2nd month: Advertise the RFP or RFQ through 2 social media campaigns and 2 print media campaigns in the local papers
- 3rd month: Receive responses from applicants
- 4th month: Enter into a contract with consultant
- 5th - 10th month: Collaborative update of CWPPP. Key meetings to include: 15 Core Advisory Group Meetings (roughly 5-10 people/mtg) and 5 Community Meetings (average 30 people/mtg). Wildfire risk mapping will occur as part of the early Core Advisory Group Meetings. The county will also conduct 5 outreach campaigns during this time that will primarily occur on social media and be initiated 1-2 weeks before each Community Meeting for community input, feedback, and awareness. Based on past outreach campaigns, Yellowstone County anticipates, on average, 300 impressions, 25 direct interactions, and 5 new followers per campaign. As a result of this outreach, Yellowstone County plans to engage and involve 75-100 unique community members over the span of the project.
- 11th month: Submit CWPP draft for stakeholders and public review
- 12th month: Public comment period and revisions
- 14th month: Manage formal plan adoption process for all incorporated communities and county which should take roughly 45 days.
- 16th month: Submit final CWPP and send to DNRC for approval

Less tangible benefits to the CWPP update process are the increased public awareness of wildfire risk. Through the outreach process, Yellowstone County will educate the stakeholders and community members involved on the realities of wildfire risk within their community as well as their role in reducing these risks. The final action plan will include a continued outreach and education campaign.

In addition, by pursuing a CWPP update, Yellowstone County will produce an updated WUI layer and action plan that better reflects the current wildfire risk realities on the ground. This will allow for allocation of funding and resources at the federal, state, and local level to the highest-risk and highest-priority areas of a community, and will help to drive protection, planning, response, and mitigation projects throughout the community each year.

Collaboration

Many partners within Yellowstone County have already committed to participating in the CWPP update process. Robust collaboration during the CWPP update process ensures that potential problems or roadblocks to implementation are identified and dealt with upfront and that available time and money is used effectively.

The core team for this process will be built from the existing County Wildland Fire Interagency Group, which includes:

- 1) Representatives from county and local governments, including county commissioners and the County Disaster & Emergency Services (DES) coordinator and director, who will convene collaborators and provide insight on local capacity and concerns
- 2) Fire department chiefs from ten districts across the county. These individuals will provide outreach to the broader community as well as input on local fire concerns and risk reduction capacity.
- 3) The fire management officer from the DNRC Southern Land Office will provide insight on local wildfire concerns as well as outreach to relevant partners.

Other identified individuals who will provide crucial insight to the process include:

- 1) Local Tribal leaders will provide input on their land management priorities, needs, and traditional ecological knowledge.
- 2) Representatives from local collaborative groups, including the Yellowstone County Local Emergency Planning Committee (LEPC), will provide insight from a broad range of stakeholders who deal either directly or indirectly with fire and landscape management.
- 3) Montana Fish, Wildlife, and Parks manages several state parks and will provide valuable input, services, and equipment to the CWPP update.
- 4) Federal partners such as the Forest Service, the Bureau of Land Management, the Bureau of Indian Affairs, and the US Fish and Wildlife Service will contribute insight on their land management priorities and assets.
- 5) Representatives from the state DNRC and DES offices will provide project coordination assistance as well as data analysis and technical assistance.

Yellowstone County has also committed to providing ample opportunities for engagement from interested citizens and community leaders throughout the CWPP update with virtual and in-person meetings, both during and outside of normal work hours. These meetings, along with calls for feedback, will be regularly advertised through the local papers and social media.

The proposed project will build upon these strong interagency relationships across the county and Montana to ensure a collaborative process that builds trust and good working relationships among stakeholders.

Landscape Impacts	
1 3	<p>This project is crucial to setting up the entirety of Yellowstone County for targeted wildfire preparedness and mitigation projects in the future. Undergoing this collaborative planning process will help the county effectively reduce wildfire risk and increase community awareness and preparedness. By bringing a wide variety of stakeholders to the table to collaboratively identify and plan for wildfire risk, the CWPP update will provide an action plan that allows for a collaborative approach to reducing wildfire risk.</p> <p>Prioritization of specific projects within the action plan, rather than broad landscapes or communities, will allow all partners within Yellowstone County to focus on those undertakings that provide the greatest wildfire risk reduction benefits to both landscapes and communities. Highest priority projects will be those that occur around or within communities, and specifically those communities with highest overall wildfire risk.</p> <p>CWPPs are also often the keystone document for influencing where federal agencies prioritize fuel treatments. Therefore, this revision process will improve the ability of federal partners within Yellowstone County to effectively target areas for management that coincide with work done on state and private land. Without such updates, work on federal land in the WUI is often stalled due to the lack of consensus resulting from variations in geospatial data that define the WUI and wildfire risk. This improved targeting and collaboration will help to restore fire adapted ecosystems within Yellowstone Countys WUI at a meaningful scale.</p>
	<p>This project will also build off past local, county, and state-wide efforts to reduce wildfire risk. Locally, this action plan will help the county sustain & strengthen their hazardous fuels mitigation projects. In addition, Yellowstone County has a significant number of WUI communities and residences, and the updated CWPP will be used as a guiding document for current and future development, zoning, public safety initiatives, and growth plans. This plan will also support and coordinate and changes in fire suppression staffing models and partnerships with both state and federal fire managers within the county.</p>
	<p>From the state of Montana, this project will build off funding received in 2018 from WSFM to complete a quantitative wildfire risk assessment for Montana. The resulting MWRA (completed May 2020, recalibrated to the county scale in 2022) provides a critical fine-scale resolution of statewide wildfire risk. Using the MWRA, along with the FAP data and stakeholder feedback to revise the Yellowstone County CWPP will allow for prioritization of treatment activity based on data-driven, collaborative decisions. Funding can then be effectively allocated to work that has the greatest chance of successfully reducing wildfire risk.</p>
	<p>This project will also build off funding that the state of Montana received in 2020 from WSFM to fund six county CWPP updates. A portion of that funding was used to develop a CWPP Guideline Document for the state that Yellowstone County can refer to when planning for a collaborative update process. This Guidebook includes recommended steps to the risk mapping process, formulating recommendations for structural ignitability, and creating a prioritized action plan.</p>
	<p>As the most populated county in Montana and the economic hub for south-central Montana, Yellowstone County and the surrounding region could greatly benefit from an updated CWPP. As a keystone wildfire planning document, this project is crucial to promoting wildfire resiliency into the future for individual communities, the county, and the region.</p>

Project Sustainability	
1 4	<p>An update to Yellowstone Countys CWPP will have multiple long-term impacts that will sustain beyond the grant period. Environmentally, a decline in ecosystem health, combined with greater fuel loads and climate change impacts, has increased wildfire risk in Yellowstone County. Compounding this threat is the growth of development within the WUI. The CWPP revision, however, will greatly improve the countys ability to implement effective and targeted fuels mitigation projects for the next 10+ years. The county is currently tracking hazardous fuel removal acres using county tax records and Montana Cadastral. Future fuels projects will be tracked similarly.</p>
	<p>In terms of outreach and education, the update process itself provides an opportunity to educate and align key stakeholders within a fire-prone county. This cooperative effort will also allow the county to foster and strengthen its relationships with fire management and risk reduction partners. Following the CWPP update, the number of people that receive information regarding living in the WUI and available resources, whether by mailings, brochures, or presentations to civic groups, will be documented as public outreach and tracked by Yellowstone County DES. The County DES personnel have successfully tracked previous education campaigns, such as those concerning hazardous fuels reduction and burn permits. The county will build off these programs to further enhance their outreach and education programs following the CWPP update.</p>
	<p>Progress throughout this process will be continually monitored. The DNRC will assist Yellowstone County in tracking deliverables such as number of meetings conducted, number of community members engaged, and outreach material generated. Following the CWPP update, Yellowstone County will ensure that the CWPP becomes a living document that is updated as information changes or work is accomplished. The CWPP will be reviewed yearly along with the Hazard Mitigation Plan for updating and revisions by the DES, LEPC, County Commissioners, Rural Fire Council, and any other relevant county department heads. The county Disaster and Emergency Services Director & Fire Warden will be responsible for calling, organizing, and running these annual reviews, which will allow the established CWPP monitoring team to identify progress made towards completion of the CWPP action plan, as well as identify portions of the CWPP that may need to be revisited or revised.</p>
	<p>Finally, the update process and resulting action plan demonstrates Yellowstone Countys commitment to reducing wildfire risk. The funding provided for hiring a qualified contractor will ensure consistent progress throughout the revision process. Following the CWPP update, the action plan will outline stakeholders roles and responsibilities, as well as a rough timeline for future projects. This effort will therefore bolster efforts to invest in fire adapted communities for the next 10+ years.</p>

Does this project benefit a low-income community?	
15	No.

Has this community been impacted by a severe disaster?	
16	<p>Yes, Yellowstone County meets the severe disaster impact scoring priority criteria. FEMA declared a disaster for the 2021 Buffalo Fire (Designation number 5399), which increased wildfire risk by destroying structures and creating the potential for increased fuel loads from dead vegetation in the future (Federal Emergency Management Agency. 2022. Disaster Declarations Summary. https://www.fema.gov/openfema-data-page/disaster-declarations-summaries-v2).</p> <p>Data made available by the FACnet CWDG primer: https://wildfirerisk.org/wp-content/uploads/2022/08/CWDG_Scoring-Priority.xlsx.</p>

Does the project location have wildfire hazard potential?	
17	<p>Yes, Yellowstone County, Montana meets the high wildfire hazard potential scoring priority criteria. Populated areas in Yellowstone County have, on average, greater wildfire risk to homes than 81% of counties nationally (Wildfire Risk to Communities. Scott, Joe H.; Gilbertson-Day, Julie W.; Moran, Christopher; Dillon, Gregory K.; Short, Karen C.; Vogler, Kevin C. 2020. Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. https://doi.org/10.2737/RDS-2020-0016).</p> <p>Data made available by the FACnet CWDG primer: https://wildfirerisk.org/wp-content/uploads/2022/08/CWDG_Scoring-Priority.xlsx.</p>

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 10/18/2022

Title: Facilities Contract Allied Mechanical, Western Heritage Center HVAC Improvements

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Facilities Contract with Allied Mechanical for Western Heritage Center HVAC Improvements

BACKGROUND:

Facilities Department is requesting Commissioner approval for a contract with Allied Mechanical for HVAC improvements at the Western Heritage Center. Scope of Work will include replacing two 5 ton condensers, one 6 ton and a new temperature control system. The project was anticipated and included on the FY 23 Approved Budget (2360.000.145.460452.920) WHC - Air Handlers and HVAC Replacements, the cost of this project is \$35,650.00.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Facilities - Contract Allied Mech. . WHC RTU
WHC Approved Budget

Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price

This agreement is dated as of the 18th Day of October 2022, by and between Yellowstone County, Montana (hereinafter called Owner), and Allied Control & Mechanical, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor, materials and equipment necessary to provide and install two new 5-ton R22-B+ roof top condenser for fan coil unit. Provide and install new temperature control system with graphical user interface with new room stats. Provide and install a new 6-ton 410A condenser unit and new evaporator coil for high pressure refrigerant.

2. Contract Times

A/C Project is expected to be completed before November 11st, 2022 and new Controls is expected to be completed before November 18th 2022, or until terminated by any party with written notice to terminate with 30 days' notice.

3. Contract Price

Owner shall pay the Contractor \$10,400.00 for two (2) 5 ton R22-B+ condensers, \$10,525.00 one 6 ton 410A, \$14,725.00 for temperature control system, for a total of \$35,650.00. Any change orders for the project must be approved in writing by the Owner prior to work being started. Payments are subject to a 5% retainage, payable upon acceptance of the project by the Owner. A 1% State of Montana Gross Receipts tax will be deducted from net funds after retainage and paid directly to the State of Montana.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposals
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.

- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective October 13th, 2022

OWNER:
Yellowstone County
Billings, MT 59101

CONTRACTOR:
Allied Control & Mechanical, LLC
Laurel, Montana

Donald W Jones, Chair

Jon Easley, Service Manager

Attest:

Jeff Martin, Clerk and Recorder

**REQUESTS FOR ADDITIONAL OPERATING AND CAPITAL BUDGET OVER FY22 ORIGINAL BUDGET**

ACCOUNT NUMBER	EXPLANATION	AMOUNT Requested	
PROJECTS NOTED ON COUNTY BUILDINGS:			
2360 000 145 460452 920	WHC - dampers in attic	15,000	Carryover - Since FY16, increased from \$10k
2360 000 145 460452 920	WHC - handicap door replacement	12,000	Carryover - Since FY17, increased estimate from \$10k
2360 000 145 460452 920	WHC - sewer scope and analysis, recommendation	7,500	Carryover - Since FY17
2360 000 145 460452 920	WHC-replace old carpet in west gallery to match east gallery 1/23	6,300	Per quote obtained by WHC from local vendor
2360 000 145 460452 920	WHC-Air handlers and HVAC replacements	42,000	Per WHC email dated 6/10/22 - added contingency by Finance
2360 000 145 460452 920	WHC-Air handlers and HVAC controls	9,000	
		91,800	

Museum Fund - Miscellaneous - Expenditure Budget

Account		AMENDED FY21 BUDGET	FY21 ACTUAL	BUDGET FY22 ORIG	BUDGET FY22 AMEND	Through 6/30/22 FY22 ACTUAL	Requested FY23	Supplemental Requested
PERSONNEL								
2360 000 265 460452 130	TERMINATION PAY	-	-	-	-	-	-	-
	PERSONNEL TOTAL	-	-	-	-	-	-	-
OPERATING								
2360 000 265 460452 735	PASS-THRU GRANTS	-	-	-	-	-	-	-
2360 000 265 460452 850	CONTINGENCY	25,000	-	20,000	20,000	-	55,000	35,000
	OPERATING TOTAL	25,000	-	20,000	20,000	-	55,000	-
CAPITAL								
	CAPITAL TOTAL	-	-	-	-	-	-	-
	TOTAL	25,000	-	20,000	20,000	-	55,000	-

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 10/18/2022

Title: Heart Grant-BH Jail Services

Submitted For: Jennifer Jones

Submitted By: Juli Madden

TOPIC:

Heart Grant-BH Jail Services

BACKGROUND:

Heart Grant Contract #22-102-74017-0

RECOMMENDED ACTION:

Approve and sign

Attachments

Contract # 23 102 74018 0

CONTRACT NUMBER 23-102-74018-0

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, Behavioral Health and Developmental Disabilities Division (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), 100 North Park Ste 300 (physical), Helena, MT, 59620, and Phone Number (406) 444-3964, and Fax Number (406) 444-7391, and Yellowstone County (the "Contractor"), whose contact information is as follows: UEI Number FNVKTJD3B7C1, 316 North 26th, Room 3401, Billings, Montana, 59101, Phone Number (406) 256-2832; respectively (collectively, the "Parties").

RECITALS

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for: To provide strategic proposals to address the critical need for behavioral health services within detention center settings, (the "Services"), as more particularly described in Attachment A Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Budget
 - 4. Attachment C: Invoice
 - 5. Attachment D: Federal and State Law Requirements
 - 6. Attachment E: Insurance Requirements
 - 7. Attachment F: Business Associate Agreement
 - 8. Attachment G: Assurances
 - 9. Attachment H: FFATA Forms
 - 10. Attachment I: Request for Proposal, Contractor's Proposal

SECTION 2. TERM OF CONTRACT

The term of this Contract is from August 1, 2022 through September 29, 2024 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of 7 years.

SECTION 3.

CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made pursuant to the budget in Attachment B.

1. Payment to the Contractor shall be made to:
Yellowstone County
316 North 26th, Room 3401
Billings, MT, 59101
2. The Contractor must bill in accordance with the procedures and requirements the Department identifies and must itemize all services and expenses for reimbursement. Contractor must submit invoices on forms the Department provides. Invoice is attached as Attachment C.
3. The Contractor will submit monthly invoices including a breakout of salaries, Fringe (separating FICA, Retirement, HSA fees, Workman's Comp, Insurance, Unemployment, etc.) supplies, equipment, travel, and other expenses. Documentation must be provided to support invoice payment.
 - a. Reconciled invoices are due to the Department by the 10th working day of each month.
 - b. Final year-end invoices are due within 30 days after the closing of the grant year, or by July 31st

C. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of the funding for this Contract are \$660,838.50. \$461,118.45 from the state general fund, and \$199,719.96 State Opioid Response Grant CFDA 93.788.

Term	Amount	Source
July 1, 2022 throu June 30, 2024	\$461,118.54	State General Fund
Sept 30, 2022 throu Sept 29, 2024	\$199,719.96	SOR III
Total	\$660,838.50	

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 5. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as

agreed to by the parties.

SECTION 6. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owning

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

F. The Contractor must comply with the audit requirements of the Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the cost and accounting principles set forth in the provisions of applicable OMB Circular concerning the use of the funds provided under this Contract.

The Contractor shall provide a mitigation plan for all reported deficiencies. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Department.

SECTION 7.**ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 8.**INDEMNIFICATION**

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 9.**LIMITATIONS OF STATE LIABILITY**

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 10.**INSURANCE COVERAGE**

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment E, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 11.**CONFLICTS OF INTEREST**

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use,

purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 12. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment D to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Sub recipient name: Yellowstone County
 - 2. Sub recipient Unique Entity Identifier: FNVKTJD3B7C1
 - 3. FAIN number: H79TI085776
 - 4. Federal award date: 9/23/2022
 - 5. Federal award start and end date: 09/30/2022 – 09/29/2023
 - 6. Total amount of funds obligated with this action: \$199,719.96
 - 7. Amount of funds obligated to sub recipient: \$199,719.96
 - 8. Total amount of the federal award: \$4,000,000
 - 9. Project description: To provide strategic proposals to address the critical need for behavioral health services within detention center settings

10. Awarding agency/pass-through entity/contact info: Montana Department of Public Health and Human Services, Behavioral Health and Developmental Disabilities Division (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), 100 North Park Ste 300 (physical), Helena, MT, 59620, and Phone Number (406) 444-3964, and Fax Number (406) 444-7391
11. CFDA/ALN number/name: 93.788
12. Research and Development: No
13. Indirect cost rate: 5%

SECTION 13. REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 14. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 15. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail-and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other 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 to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 16. PROPRIETARY INFORMATION

A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.

- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 17. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

If the Contractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract as Attachment F.

SECTION 18. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- D. 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 contract monies to describe and promote services provided through this Contract.

SECTION 19. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises

or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 20. LIAISON AND SERVICE OF NOTICES

Katie Rasmussen, Phone Number (406) 444-3786, Fax Number (406) 444-7193, katie.rasmussen2@mt.gov, or their successor, is the liaison for the Department. Jennifer Jones Phone Number (406) 855-2793, jjones@yellowstonecountymt.gov is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. 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 Contract.

SECTION 21. MEETINGS

- A. Technical or Contractual Problems. Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.
- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in

discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 22. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 23. CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee and shall allow the

Department access to the Contractor's facilities, records and materials to fulfill these requirements.

- E. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:
1. Products or services furnished fail to conform to any requirement;
 2. Failure to submit any report required by this Contract;
 3. Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior Department approval or breaching Technical or Contractual Problems, obligations; or
 4. Voluntary or involuntary bankruptcy or receivership.
- F. Event of Breach by the Department. The Department's failure to perform any material terms or conditions of this Contract constitutes an event of breach.
- G. Actions in Event of Breach. Upon Contractor's material breach, the Department may:
1. Terminate this Contract under Termination for Cause or Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
 2. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the Department's material breach, Contractor may:

1. Terminate this Contract under Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

SECTION 24. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or

by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 25. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.
- B.** For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C.** If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D.** This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 26.

GENERAL

- A. No statements, promises, or inducements made by the parties, or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Charles T. Brereton, Director

BY: _____ Date: _____
Rebecca de Camara, Behavioral Health and Developmental Disabilities Division
Administrator

DEPARTMENT OF ADMINISTRATION

Approved as to form:

BY: _____ Date: _____
Rhonda Peters, Contracts Officer
State Procurement

CONTRACTOR

BY: _____ Date: _____
Donald Jones, BOCC Chair

SCOPE OF WORK**SERVICES TO BE PROVIDED**

Contractor is expected to coordinate planning, implementation, and provision of services with community stakeholders such as: Local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, public health, local advisory councils, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, 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 a monthly virtual check-in with grant program manager.
 3. Actively participate in technical assistance provided by the State 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 State.
- B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities:

Service 1	Behavioral Health Therapy
Definition	Behavioral health therapy services include individual, family, and group therapy in which diagnosis, assessment, and psychotherapy.
Provider Requirements	<p>(1) Mental health and co-occurring therapy may be provided by a:</p> <ol style="list-style-type: none"> (a) licensed physician; (b) licensed psychologist; (c) licensed social worker; (d) licensed professional counselor; (e) advanced practice registered nurse, with a clinical specialty in psychiatric mental health nursing; (f) licensed marriage and family therapist; or (g) licensure candidate under the supervision of a licensed clinician. <p>(2) Substance use disorder therapy may be provided by a:</p> <ol style="list-style-type: none"> (a) licensed addiction counselor; (b) licensed physician; (c) licensed psychologist; (d) licensed social worker; (e) licensed professional counselor; (f) advanced practice registered nurse, with a clinical specialty in psychiatric mental health nursing; (g) licensed marriage and family therapist; or (h) licensure candidate under the supervision of a licensed clinician.
Service Requirements	(1) Group therapy services may not have more than 16 clients participating in the group.

	<p>(2) Services must be based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP).</p> <p>(3) Mutual support meetings such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) are available to individuals in the detention facility from outside members.</p>
Service 2	Certified Behavioral Health Peer Support
Definition	Certified Behavioral Health Peer Support Services is a face-to-face service provided one-to-one to promote positive coping skills through mentoring and other activities that assist a member with a SDMI diagnosis to achieve their goals for personal wellness and recovery. The purpose is to help members through a process of change to improve their health and wellness, live a self-directed life, and strive to reach their full potential.
Provider Requirements	Peer support services must be provided by a Certified Behavioral Health Peer Support Specialist, certified by the Montana Board of Behavioral Health (BBH).
Service Requirements	<p>(1) CBHPSS includes the following:</p> <ul style="list-style-type: none"> (a) coaching to restore skills; (b) self-advocacy support; (c) crisis/relapse support; (d) facilitating the use of community resources; and (e) restoring and facilitating natural supports and socialization. <p>(2) It is not required that each client receiving Care Coordination receive every service listed above.</p> <p>(3) CBHPSS services must be delivered by a CBHPSS whose primary responsibility is the delivery of CBHPSS services.</p> <p>(4) Group peer support services may not have more than 16 clients participating in the group.</p> <p>(5) Services must be based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP).</p>
Service 3	Care Coordination
Definition	The Care Coordinator works with each client to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The care coordinator also works with clients to identify social factors that may impede their treatment (e.g., insecure or unsafe housing, lack of transportation, or food insecurity) and helps navigate the client and family toward community resources that can help address these factors.
Provider Requirements	<p>Care Coordinator must have:</p> <ul style="list-style-type: none"> (1) a high school degree; (2) at least one year of experience working in social services; and (3) experience completing treatment planning and documentation.
Service Requirements	<p>(1) Care Coordination includes the following:</p> <ul style="list-style-type: none"> (a) coordinating and implementing care plans; (b) advocating on the client's behalf; (c) facilitating access to needed services; (d) guiding clients through community resource options; and (e) assisting clients in reducing barriers to community reintegration upon release.

	<p>(2) It is not required that each client receiving Care Coordination receive every service listed above.</p> <p>(3) Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.</p>
Service 4	Medication Prescription, Management, and Monitoring
Definition	<p>Provides diagnoses and effective treatments for behavioral health disorders by assessing both the mental and physical aspects of psychological problems to identify and determine solutions to behavioral health conditions which includes medication prescription, management, and monitoring.</p> <p>Grant funding may be used to pay for FDA-approved psychotropic medications that are indicated within the client's individual treatment plan (ITP).</p>
Provider Requirements	<p>Board-certified and licensed in Montana to practice medicine as one of the following:</p> <ul style="list-style-type: none"> (1) Physician; (2) Psychiatrist; (3) Advanced Practice Registered Nurse (APRN) with prescriptive authority and specialty in psychiatric mental health nursing; or (4) Physician Assistant (PA) with prescriptive authority and specialty in psychiatric mental health who is supervised by a Mental Health Center psychiatrist.
Service Requirements	<ul style="list-style-type: none"> (1) Services must be based on a current comprehensive assessment. (2) Medication services include the following: <ul style="list-style-type: none"> (a) evaluate the client's previous experience with psychotropic medications; (b) identify and discuss with the client the benefits and risks of medication interventions; (c) in collaboration with the client, develop a treatment plan and choose a medication treatment; and (d) prescribe and monitor medication according to evidence-based practice standards. (3) Psychotropic medications must be: <ul style="list-style-type: none"> (a) FDA-approved; and (b) based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP).
Service 5	Medication for Opioid Use Disorder (MOUD) Prescription, Management, and Monitoring
Definition	<p>Medication for Opioid Use Disorder (MOUD), formerly known as Medication Assisted Therapy (MAT), is the use of FDA-approved <u>medications for opioid use disorder (OUD)</u> and <u>therapy</u> services, to provide an individually tailored "whole-patient" approach for the treatment of OUD.</p>
Provider Requirements	<ul style="list-style-type: none"> (1) Board-certified and licensed in Montana to practice medicine as one of the following: <ul style="list-style-type: none"> (a) Physician; with prescriptive authority and waiver; or (b) Advanced Practice Registered Nurse (APRN) with prescriptive authority and waiver; or

	<p>(c) Physician Assistant (PA) with prescriptive authority and a waiver who is supervised by a physician with a waiver.</p> <p>(2) Provider must be waived to prescribe buprenorphine and support utilization of all FDA-approved medications for OUD, as available.</p>
Service Requirements	<p>(1) Services must be based on a current comprehensive assessment.</p> <p>(2) MOUD Medication Prescription, Management and Monitoring includes the following:</p> <ul style="list-style-type: none"> (a) evaluate the client's previous experience with medications, including opioid agonists and antagonists; (b) identify and discuss with the client the benefits and risks of medication interventions; (c) in collaboration with the client, develop a treatment plan and choose a medication treatment; and (d) prescribe and monitor medication according to evidence-based practice standards. <p>(3) Medications must be:</p> <ul style="list-style-type: none"> (a) FDA-approved; and (b) based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP). <p>(4) Medication services must be provided in conjunction with therapy services.</p>

C. Other Provisions:

1. Anything outside of the scope of above Section B requires the written approval of BHDD 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.
3. Services may be provided in-person or via telehealth.
4. Grant funding must be the payer of last resort.
5. Grant funding must be used to provide services to clients that meet the following eligibility criteria:
 - a. clients must be pre-adjudicated;
 - b. clients must not be under the jurisdiction of the Department of Corrections; and
 - c. clients must have a mental health, substance use, or co-occurring disorder diagnosis from the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) or the International Classification of Diseases (ICD) as a primary diagnosis.

DATA AND REPORTS

All required data and reports will be agreed upon by contractor and the State upon award based on details and scope of project proposal. Contractor shall submit a monthly report with invoice to include:

1. Month reported, date of service, and service provided;
2. Number of unduplicated individuals served, as indicated by individuals name, date of birth, and Medicaid number or social security number;
3. For those served, socio-demographic data including:

- a) race;
 - b) gender;
 - c) veteran status;
 - d) primary diagnosis; and
 - e) nature of criminal charge.
4. For those served, disposition data including:
- a) admitted to Montana State Hospital;
 - b) transferred to Montana State Prison;
 - c) transferred to Montana Women's Prison;
 - d) transferred to other detention center;
 - e) discharged to pre-release center;
 - f) discharged to recovery home;
 - g) discharged to community/personal residence;
 - h) discharged with supply of medication;
 - i) discharged with Medicaid coverage; and
 - j) scheduled with community-based provider for ongoing behavioral health services.
5. Contractor agrees to provide quarterly progress report to include updates on the goals and objectives of the strategic plan submitted to the State through the contractor's original RFP application.
6. The State will electronically provide a monthly data reporting template and quarterly progress report template. Quarterly progress reports must be submitted by:
- a) Quarter 1 (July 2022—September 2022): October 15, 2022
 - b) Quarter 2 (October 2022—December 2022): January 15, 2023
 - c) Quarter 3 (January 2023—March 2023): April 15, 2023
 - d) Quarter 4 (April 2023—June 2023): July 15, 2023
 - e) Quarter 5 (July 2023—September 2023): October 15, 2023
 - f) Quarter 6 (October 2023—December 2023): January 15, 2024
 - g) Quarter 7 (January 2024—March 2024): April 15, 2024
 - h) Quarter 8 (April 2024—June 2024): July 15, 2024

BUDGET**SOR III**

County or Tribal Government:	Yellowstone	Yellowstone
Budget Period:	7/1/2022 to 6/30/2024	9/30/2022-9/29/2024
Grant Activities	Heart Amount	SOR III Amount
A. Personnel	\$ -	\$ -
B. Fringe Benefits for Personnel	\$ -	\$ -
C. Supplies	\$ 22,000.00	\$ 6,575.00
D. Medications	\$ 60,400.00	\$ -
E. Training/Travel	\$ 3,330.51	\$ -
F. Monthly Expenses	\$ 353,430.00	\$ 193,144.96
G. Indirect Costs (No more than 5% of total budget.)	\$ 21,958.03	\$ -
Total Grant Request	\$ 461,118.54	\$ 199,719.96
		\$ 660,838.50

A: Personnel (Wages of direct behavioral health staff.)					Heart Amount	SOR III Amount
Job Title (Include professional licenses or certifications, e.g. LAC, LCSW, RN, MD, etc.)	Name	Annual Salary		Level of Effort (FTE)	Salary Requested	Salary Requested
NA	NA	\$ -	\$ -	0.00	\$ -	\$ -
TOTAL				0.00	\$ -	\$ -

Justification: Please describe the role and responsibilities of each position.

1. All staff participating in this project will be contracted from external agencies. It is not expected that Yellowstone County or YCDF will hire any staff on an FTE or PTE basis. All impact on staffing for the county will be recovered in the indirect cost requests of the proposal. See Monthly Expenses below.

B: Fringe Benefits (List all components that make up the fringe benefits rate.)

			Heart Amount	SOR III Amount
Fringe Benefits	Rate	Wage	Fringe Requested	Fringe Requested
NA	0.00%	\$0	\$0	\$0.00
TOTAL			\$ -	\$ -

Justification: Please describe how fringe rates are established.

No fringe benefits will be requested for this project. All benefits will be paid directly by the agencies whom are contracted for service delivery. Yellowstone County will be contracting for these services on a yearly basis

C: Supplies (List each item.)

		Heart Amount	SOR III Amount	
Supplies	Rate	Cost	Cost	Category Total
1 computers	575	\$ -	\$ 575.00	\$ 575.00
2 Data software	1000	\$ 22,000.00	\$ 6,000.00	\$ 28,000.00
TOTAL		\$ 22,000.00	\$ 6,575.00	\$ 28,575.00

Justification: Please explain the need for all supplies.

1 computers dedicated for tracking and use of MAT services for YCDF contracted staff- LACs/CM/etc.

2 The Jail currently does not have a data tracking software that will track the case management, MAT, referral services, or treatment proposed under this project. It is expected that this fee will be approximately \$1,000/month and will be approved during the planning and implementation phase of the project. Currently there are local delivery options for this software. Additionally, it is expected that some development time will be necessary to customize the database. \$4,000 will be allocated to those resources and the other \$2,000 from the SOR will cover the additional 2 months on the program after the HEART grant ends and provide a buffer for any programming needs for the database.

Heart Amount	SOR III Amount
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D: Medications: (Only FDA-approved psychotropic medications or FDA-approved medications for the treatment of opioid use disorder administered in accordance with a client's Individual Treatment Plan (ITP).)

Supplies	Rate	Cost	Cost
1 Medication MAT Injectables	1100	\$ 22,000.00	\$ -
2 Medication MAT non-injectables	8	\$ 38,400.00	\$ -
TOTAL		\$ 60,400.00	\$ -

Justification: Please explain the need for all supplies.

1 Vivitrol or other injectable shots will be used for offenders leaving the facility which will provide 30 days of impact of use on the offender. It is expected that some funds may be needed to cover these medications. These medications are very expensive and only 20 shots are allocated for use by offenders when TurnKey is unable to get the expense covered.

2 Other MAT medications are expected other than Vivitrol such as Buprenorphine. It is expected the jail use a this or another appropriate medication. This will be determined and approved during the 2 month planning and implementation phase of the project. Per CHP, the average cost of these types of medication at \$8/dose and are required daily. It is anticipated that 50 clients/week for 22 months will need this medication.

E: Training / Travel	Heart Amount	SOR III Amount
Training /Travel	Cost	Cost
Hotel, per diem, shuttle, flights Costs	\$ 2,930.51	\$ -
Conference Fees	\$ 400.00	
TOTAL	\$ 3,330.51	\$ -

Justification: Please explain the need for all travel and training.

2 individuals will be attending the 2022 Global Exchange conference October 31-Nov 5th in Orlando, FL. This conference is the most recommended in its field in combining all the avenues of treatment, community, corrections, leadership and process implementation. There will be world-renowned speakers at the 2022 international conference to discuss new treatment strategies, collaborate with peers and professionals and drive new perspectives on mental health, addiction and wellness. The overall goal is to provide to professionals who want to elevate their knowledge regarding therapeutic practices, treatment models, and the latest mental health, addiction, and wellness innovations. A conference like this presents opportunities to engage with professionals from other communities who have implemented similar programs and processes in Yellowstone Counties efforts to implement new jail-based services. The majority of the conference will be paid for through other funding sources. However \$2,845.09 of the full \$8,150.76 is being requested from the HEART funds.

Heart Amount

SOR III Amount

F: Monthly Expenses (Other expenses not covered in any of the previous budget categories.)

Monthly Expenses	Cost	Cost	Category Total	Rate/hours/assessments
1 Data Analysis Contract	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	
2 Project Director Contract	\$ 83,200.00	\$ 45,500.00	\$ 128,700.00	9.19
3 MAT Assessment- Rimrock	\$ 45,000.00	\$ 42,000.00	\$ 87,000.00	290.00
4 Case Management/Care Coordination Contract	\$ 84,480.00	\$ 10,324.96	\$ 94,804.96	22.79
5 SUD Assessments Contract	\$ 50,750.00	\$ 35,000.00	\$ 85,750.00	245.00
6 MH Assessments Contract	\$ 35,000.00		\$ 35,000.00	100.00
7 Medication Administration Contract		\$ 40,320.00	\$ 40,320.00	27.69
8 Re-Entry Support	\$ 35,000.00		\$ 35,000.00	
TOTAL	\$ 353,430.00	\$ 193,144.96	\$ 546,574.96	

Justification: Please explain the use of each item requested.

1 This grant requires reporting and analysis of data and outcome measures. YCDF would like to contract with JG Research to perform data analysis and limit impact on jail and contracted staff. This will be bid at \$10,000/year from HEART and \$10,000/year for SOR.

2 The jail has indicated it does not have staff available to coordinate the services between all the providers, contractors, and ensure grant requirements for this reporting. This is what has limited YC from applying for funds in the past or implementing services to date. As a result, YCDF would like to contract an outside "project director" to complete all the tasks related to coordination between contractors, complete reporting, create and implement the planning and execution of project. This person will report to the county, collaborate with all external entities, and ultimately be responsible for the execution of the project. The typical rate for an dependent contractor ranges from \$150-\$250/hour. The offering for this project is \$150/hr. It is expected that at least 10-15 hours a week will be required to ensure all components of the project are being met. It is assumed that some weeks will have more than 15 hours while others will have less. This project will be bid on a full project assumption and will not be billable hours. The full project will be bid for \$128,700 year. \$125/hour x 9.19 hours/week x 52 weeks/year x 2 years + 8 additional weeks for a total of 112 weeks In the first 11 weeks of the program, over 115 hours have been completed for the project. It is expected that this person will complete quarterly reports to DPHHS, YC Commissioners, and submit a year end and final report. The PD will also be responsible for media, coordinating with jail staff, coordinating with landlords and rental agencies for the Re-Entry funds, reviewing all invoices and submitting for final approval to the county, reviewing metrics and outcomes, writing and coordinating all contracts, and overall consultant implementation of the project.

3 Rimrock has agreed to work with YCDF to implement an evidence based MOUD program. The services are performed via-telehealth and clinical hours for MOUD assessments will be completed typically 2 hours per day. Once outside of the jail, Medicaid or other insurance can be billed for services. The initial assessment and up to 3 additional review visits with a licensed medical provider whom has the XWaiver will be billed at \$300/person to cover the initial assessment and follow up visits. It is expected that 150 assessments will be completed over the 2 year period.

4 CM services including applying for Medicaid, transition services for housing, food, employment, and making referrals to community programs. Currently YCDF contracts with TurnKey for 1 full time CM within the jail. It is expected that 2 additional CM will be needed for this project, but will be provided by Rimrock and Alternatives. These 2 staff will be employed by these agencies and will be responsible for managing all aspects of their referrals including reporting. MOUs and Contracts will be signed to ensure that services, data management, and reporting is completed. The implementation of this began on 9/1/2022. These 2 agencies have agreed to a minimum rate of \$20/hour for 40 hours per week for 104 weeks. They will pay for the remaining salaries and benefits out of funding from other sources. Alternatives and Rimrock will both receive \$2,135.1037/month to support these roles.

5 LAC to review SUD diagnosis or provide assessments as needed. Coordination with Case Manager referrals for services once released. The Usual and Customary rate for an SUD assessment is \$350/assessment. It is expected that 245 of these assessments will be completed prior to MOUD referrals to determine appropriate diagnosis. Currently 1 full time LAC is employed by Rimrock to work at YCDF.

6 LCSW/LCPC complete MH evaluations or review mental health diagnosis and coordinate with LAC and MAT provider for services. Coordinate with CM for services once released from facility. Review medications as appropriate. It is expected that 100 of these assessments will be completed to determine appropriate diagnosis and assist with ITP implementation. This staff person will be provided by Rimrock.

7 An appropriate provider to administer MOUD and psychotropic medication will be needed to coordinate with current RN staff for appropriate medical care. This position will also work Rimrock for MOUD administration. This person will work with CMs to ensure proper referral for continued services once released from the jail. It is expected that medications will be administered for 2 hours/day for 24 months or 104 weeks at \$25/hour minimum (add'l to cover benefits if provided). This may be added to current RN contracts with TurnKey and/or contracted from an outside medical provider.

8 Housing, basic needs, and completing all the necessary requirements of treatment and supervision are often financial barriers that work against offenders being released from jails, especially if employment is lost or never obtained by an offender. In addition to clothing which is often donated to these agencies, the group would like to provide additional items for clients who may need various basic need items to show up for treatment and probation appointments, and access tele-treatment services and appointments. The Case Manager/Care Coordinator will be able to provide options for access to transportation, food, items to stay warm, and a bag to carry items in. Often times the offender is not allowed to return to a residence due to an order of protection, therefore providing these items temporarily until an offender can get a law enforcement escort to obtain belongings, or have access to items while job searching, can reduce the barriers related to getting his/her life back on track, completing court mandates, and obtaining the necessary treatment needed to reduce recidivism. Case Managers/Care Coordinators will have vouchers and supplies for various items or basic need backpacks to give to offenders. Offenders will be screened for need and tracked. The Case Manager/Care Coordinator hopes to provide these services for 120 offenders over the course of the grant Overall this fund can include up to 50 Housing Application fees at \$40/app (\$2,000); at least 20 individuals for Rental Assistance (rental deposit) \$20,000 + up to 50 Basic Need Bags (\$45/bag) \$2,250; Trac phones and phone cards for individuals. It is anticipated that 50 phones would be needed for offenders. Phones are \$29.99 each and can be used for virtual treatment groups, 1:1s, and check ins (\$1,499.50) and 50 3 month cards for \$20/month (\$3,000); Transportation costs for individuals to get to appointments, work, treatment, etc. via bus passes, gas cards, uber credits or taxi fares (\$2,500); and additional misc. needs account of \$3,750.50 for re-entry related expenses that are not reimburses via other areas.

G: Indirect Costs

Indirect	Cost
Limited to no more than 5% of total budget.	\$ 439,160.51
TOTAL	\$ 21,958.03

E: Training / Travel	Heart Amount	SOR III Amount
Training /Travel	Cost	Cost
Hotel Costs	\$ 2,445.09	\$ -
Conference Fees	\$ 800.00	
TOTAL	\$ 3,245.09	\$ -

Justification: Please explain the need for all travel and training.

2 individuals will be attending the 2022 Global Exchange conference October 31-Nov 5th in Orlando, FL. This conference is the most recommended in its field in combining all the avenues of treatment, community, corrections, leadership and process implementation. There will be world-renowned speakers at the 2022 international conference to discuss new treatment strategies, collaborate with peers and professionals and drive new perspectives on mental health, addiction and wellness. The overall goal is to provide to professionals who want to elevate their knowledge regarding therapeutic practices, treatment models, and the latest mental health, addiction, and wellness innovations. A conference like this presents opportunities to engage with professionals from other communities who have implemented similar programs and processes in Yellowstone Counties efforts to implement new jail-based services. The majority of the conference will be paid for through other funding sources. However \$3,245.09 of the full \$8,150.76 is being requested from the HEART funds.

Heart Amount	SOR III Amount
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F: Monthly Expenses (Other expenses not covered in any of the previous budget categories.)

Monthly Expenses	Cost	Cost	Category Total
1 Data Analysis Contract	\$ 40,000.00	\$ 20,000.00	\$ 60,000.00
2 Project Director Contract	\$ 104,000.00	\$ 70,200.00	\$ 174,200.00
3 MAT Assessment- Rimrock	\$ 33,900.00	\$ 56,100.00	\$ 90,000.00
4 Case Management/Care Coordination Contract	\$ 84,494.00	\$ 16,530.00	\$ 101,024.00
5 LAC Contract	\$ 65,100.00	\$ 48,650.00	\$ 113,750.00
6 LCPC/LCSW Contract	\$ 52,450.00	\$ 35,050.00	\$ 87,500.00
7 Medication Administration Contract		\$ 40,320.00	\$ 40,320.00
8 RE-Entry Support	\$ 35,000.00		\$ 35,000.00
TOTAL	\$ 414,944.00	\$ 286,850.00	\$ 701,794.00

10.37
300.00
24.28
325.00
250.00
27.69

Justification: Please explain the use of each item requested.

1 This grant requires reporting and analysis of data and outcome measures. YCDF would like to contract with JG Research to perform data analysis and limit impact on jail and contracted staff. This will be bid at \$20,000/year from HEART and \$10,000/year for SOR.

2 The jail has indicated it does not have staff available to coordinate the services between all the providers, contractors, and ensure grant requirements for this reporting. This is what has limited YC from applying for funds in the past or implementing services to date. As a result, YCDF would like to contract an outside "project director" to complete all the tasks related to coordination between contractors, complete reporting, create and implement the planning and execution of project. This person will report to

the county, collaborate with all external entities, and ultimately be responsible for the execution of the project. The typical rate for a dependent contractor range from \$150-\$250/hour. The offering for this project is \$150/hr. It is expected that at least 10-15 hours a week will be required to ensure all components of the project are being met. It is assumed that some weeks will have more than 15 hours while others will have less. This project will be bid on a full project assumption and will not be billable hours. The full project will be bid for \$174,200 year. $\$150/\text{hour} \times 10.37 \text{ hours/week} \times 52 \text{ weeks/year} \times 2 \text{ years} + 8 \text{ additional weeks}$ for a total of 112 weeks in the first 11 weeks of the program, over 115 hours have been completed for the project. It is expected that this person will complete quarterly reports to DPHHS, YC Commissioners, and submit a year end and final report. The PD will also be responsible for media, coordinating with jail staff, coordinating with landlords and rental agencies for the Re-Entry funds, reviewing all invoices and submitting for final approval to the county, reviewing metrics and outcomes, writing and coordinating all contracts, and overall consultant implementation of the project.

3 Rimrock has agreed to work with YCDF to implement an evidence based MOUD program. The services are performed via-telehealth and clinical hours for MOUD assessments will be completed typically 2 hours per day. Once outside of the jail, Medicaid or other insurance can be billed for services. The initial assessment and up to 3 additional review visits with a licensed medical provider who has the XWaiver will be billed at \$300/person to cover the initial assessment and follow up visits. It is expected that 300 assessments will be completed over the 2-year period.

4 CM services including applying for Medicaid, transition services for housing, food, employment, and making referrals to community programs. Currently YCDF contracts with TurnKey for 1 full time CM within the jail. It is expected that 2 additional CM will be needed for this project but will be provided by Rimrock and Alternatives. These 2 staff will be employed by these agencies and will be responsible for managing all aspects of their referrals including reporting. MOUs and Contracts will be signed to ensure that services, data management, and reporting is completed. The implementation of this began on 9/1/2022. These 2 agencies have agreed to a minimum rate of \$20/hour for 40 hours per week for 104 weeks. They will pay for the remaining salaries and benefits out of funding from other sources. Alternatives and Rimrock will both receive \$2,104.667/month to support these roles.

5 LAC to review SUD diagnosis or provide assessments as needed. Coordination with Case Manager referrals for services once released. The Usual and Customary rate for an SUD assessment is \$350/assessment. It is expected that 325 of these assessments will be completed prior to MOUD referrals to determine appropriate diagnosis. Currently 1 full time LAC is employed by Rimrock to work at YCDF.

6 LCSW/LCPC complete MH evaluations or review mental health diagnosis and coordinate with LAC and MAT provider for services. Coordinate with CM for services once released from facility. Review medications as appropriate. It is expected that 250 of these assessments will be completed to determine appropriate diagnosis and assist with ITP implementation. This staff person will be provided by Rimrock.

7 An appropriate provider to administer MOUD and psychotropic medication will be needed to coordinate with current RN staff for appropriate medical care. This position will also work Rimrock for MOUD administration. This person will work with CMs to ensure proper referral for continued services once released from the jail. It is expected that medications will be administered for 2 hours/day for 24 months or 104 weeks at \$25/hour minimum (add'l to cover benefits if provided). This may be added to current RN contracts with TurnKey and/or contracted from an outside medical provider.

8 Housing, basic needs, and completing all the necessary requirements of treatment and supervision are often financial barriers that work against offenders being released from jails, especially if employment is lost or never obtained by an offender. In addition to clothing, which is often donated to these agencies, the group would like to provide additional items for clients who may need various basic need items to show up for treatment and probation appointments, and access tele-treatment services and appointments. The Case Manager/Care Coordinator will be able to provide options for access to transportation, food, items to stay warm, and a bag to carry items in. Often the offender is not allowed to return to a residence due to an order of protection, therefore providing these items temporarily until an offender can get a law enforcement escort to obtain belongings, or have access to items while job searching, can reduce the barriers related to getting his/her life back on track, completing court mandates, and obtaining the necessary treatment needed to reduce recidivism. Case Managers/Care Coordinators will have vouchers and supplies for various items or basic need backpacks to give to offenders. Offenders will be screened for need and tracked. The Case Manager/Care Coordinator hopes to provide these services for 120 offenders over the course of the grant Overall this fund can include up to 50 Housing Application fees at \$40/app (\$2,000); at least 20 individuals for Rental Assistance (rental deposit) \$20,000 + up to 50 Basic Need Bags (\$45/bag) \$2,250; Trac phones and phone cards for individuals. It is anticipated that 50 phones would be needed for offenders. Phones are \$29.99 each and can be used for virtual treatment groups, 1:1s, and check ins (\$1,499.50) and 50 3-month cards for \$20/month (\$3,000); Transportation costs for individuals to get to appointments, work, treatment, etc. via bus passes, gas cards, uber credits or taxi fares (\$2,500); and additional miscellaneous. needs account of \$3,750.50 for re-entry related expenses that are not reimburses via other areas.

G: Indirect Costs

Indirect	Cost
Limited to no more than 5% of total budget.	\$ 510,589.09
TOTAL	\$ 25,529.45

INVOICE

An invoice document will be sent to you electronically.

Montana Department of Public Health and Human Services			
Behavioral Health Services in Local Detention Facilities: <i>Budget Line Item and Narrative, Offeror must utilize, and if necessary, expand upon the following format:</i>			
Service Category	Expense Type	Total Requested (Both years)	Narrative (Provide an answer for each provided category or write "N/A" if it does not apply.)
1. Behavioral Health Therapy	Personnel		Job Title, Name, FTE: Annual Salary:
	Fringe		Percentage rate: Total:
	Supplies		Requested: Justification:
	Training/Travel		Requested: Justification:
	Other (Specify)		Requested: Justification:
	TOTAL	\$ -	
2. Certified Behavioral Health Peer Support	Personnel		Job Title, Name, FTE: Annual Salary:
	Fringe		Percentage rate: Total:
	Supplies		Requested: Justification:
	Training/Travel		Requested: Justification:
	Other (Specify)		Requested: Justification:
	TOTAL	\$ -	
3. Care Coordination	Personnel		Job Title, Name, FTE: Annual Salary:
	Fringe		Percentage rate: Total:
	Supplies		Requested: Justification:
	Training/Travel		Requested: Justification:
	Other (Specify)		Requested: Justification:
	TOTAL	\$ -	
4. Medication Prescription, Management, and Monitoring	Personnel		Job Title, Name, FTE: Annual Salary:
	Fringe		Percentage rate: Total:
	Supplies		Requested: Justification:
	Training/Travel		Requested: Justification:
	Other (Specify)		Requested: Justification:
	TOTAL	\$ -	
5. Medication for Opioid Use Disorder (MOUD)	Personnel		Job Title, Name, FTE: Annual Salary:
	Fringe		Percentage rate: Total:
	Supplies		Requested: Justification:
	Training/Travel		Requested: Justification:
	Other (Specify)		Requested: Justification:
	TOTAL	\$ -	
Medications	Bi-Annual Total		Cost breakdown/Justification:
	TOTAL	\$ -	
Monthly Expenses	Bi-Annual Total		Cost breakdown/Justification:
	TOTAL	\$ -	
Indirect Costs (5% cap)	Bi-Annual Total		Cost breakdown:
	TOTAL	\$ -	
Total Budget Requested	Total Requested:		
	\$	-	

GUIDANCE:
Personnel: Costs for wages of behavioral health provider administering direct behavioral health services within the local detention facility.
Fringe: Costs for fringe benefits of behavioral health provider(s) administering direct behavioral health services within the local detention facility.
Supplies: Costs for supplies to administer behavioral health services.
Medications: Costs of FDA-approved psychotropic medications or FDA-approved medications for the treatment of opioid use disorder administered in accordance with a client's Individual Treatment Plan (ITP).
Training/Travel: Costs are allowable at the approved state travel rates.
Monthly Expenses: Costs for any <u>essential</u> items that are not covered by other budget categories.
Indirect: Indirect costs are limited to no more than 5% of total budget.

FEDERAL AND STATE LAW REQUIREMENTS

Rev. 1/25/2021

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§ 1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files and shall be subject to audit by Federal and State audit agencies.
14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Workplace. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under

the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.

- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS

Attn: BFSD-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

hhsffata@mt.gov

- c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:

- (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

- (2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- i. Subawards, and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

- 18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

- 19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other

- requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act – P.L. 111-148
 21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
 22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
 23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
 24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220 or the internet (currently at www.sam.gov).
 25. Procurement of Recovered Materials. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
 27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
 28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will

- report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
 31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: 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. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
 32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
 33. Environmental Protection.
 - (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - (3) The Resources Conservation and Recovery Act (RCRA);
 - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - (5) The National Environmental Policy Act (NEPA);
 - (6) The Solid Waste Disposal Act (SWDA);
 - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
 - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - (3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - (4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - (5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The certificate(s) must name the State of Montana Department of Public Health and Human Services as certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Compliance with Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Rev. 4/2019

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) is entered into between the Department of Public Health and Human Services, Behavioral Health and Developmental Disabilities Division (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), 100 North Park Ste 300 (physical), Helena, MT, 59620, and Phone Number (406) 444-3964, and Fax Number (406) 444-7391, and Yellowstone County (the "Contractor"), whose contact information is as follows: UEI Number FNVKTJD3B7C1, 316 North 26th, Room 3401, Billings, Montana, 59101, Phone Number (406) 256-2832; respectively

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

- a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.
- b. The Department has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Department, must:

- a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;

- b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;
- c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;
- d. mitigate to the extent practicable and as may be directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;
- e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;
- f. report to the Department any security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;
- g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI;
- h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department, available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with 45 CFR § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation, and the HITECH Act;
- i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;
- j. provide to the Department or a person, in time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;
- k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:
 - (i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any

instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

- (ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;
- (iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;
- (iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):
 - (A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
 - (B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);
 - (C) Any steps the person should take to protect themselves from potential harm resulting from the incident;
 - (D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;
 - (E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address; and
 - (F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate.
- (v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and
- (vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

- a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department:
To provide strategic proposals to address the critical need for behavioral health services within detention center settings
- b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).
- c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.
- d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

- a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.
- b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:
 - (i) the disclosures are required by law;
 - (ii) the disclosures are expressly authorized in this Agreement by the Department;
 - (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
 - (iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.
- c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).
- d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:
 - (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
 - (ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

- a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Department's Notice of Privacy Practice is attached to this Agreement and incorporated herein.
- b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

- a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.
- b. Upon the Department's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Department, as its sole discretion, must provide an opportunity for the Business Associate to:
 - (i) cure the breach; or
 - (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
 - (iii) end the violation within the time specified by the Department; or
 - (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.
- c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:
 - (i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
 - (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
 - (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.
- d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:
 - (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement; or

- (ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Department, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination

- a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.
- b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return, or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.
- c. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Rebecca de Camara, Behavioral Health and Developmental Disabilities Division
Administrator

BUSINESS ASSOCIATE

BY: _____ Date: _____
Donald Jones, BOCC Chair

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**, Yellowstone County, 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 State Of Montana.
- 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.

CONTRACTOR

BY: _____
Donald Jones, BOCC Chair

Date: _____

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. **Error! Hyperlink reference not valid.** www.hhs.gov/ocr/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.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under

which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR

BY: _____
Donald Jones, BOCC Chair

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
(See reverse for public burden disclosure)		
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ☐ Subawardee ☐, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐ RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 4/14/2022

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	Insert Subrecipient UEI Number	Provide subrecipient organization's 9-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	Insert DPHHS Contract Number	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Insert Subrecipient Name	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	

FFATA-1-04-E	Zip+4	Insert Zip	
FFATA-1-04-F	Congressional District	Insert Congressional District	AL or 01 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	Insert CFDA Number	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	Insert Contract Value	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	Insert Contract Period	Indicate project/grant period established in- subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Insert Funding Agency	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Insert Purpose	

State of Montana
Department of Public Health and Human Services
Business and Financial Services Division

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 2: Officers/Executive Compensation Report**

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

CONTRACT TITLE: Insert Contract Title
DPHHS CONTRACT #: Insert DPHHS Contract Number
UEI #: Insert UEI Number
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? Insert Yes or No

	Name	Total Compensation	Title
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

RETURN FFATA FORMS TO:
DPHHS
ATTN: BFSD-FFATA REPORTING
PO Box 4210
Helena, MT 59604-4210
or
e-Mail: hhsffata@mt.gov

DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.

REQUEST FOR PROPOSAL/RESPONSE TO PROPOSAL

Healing and Ending Addiction Through Recovery and Treatment (HEART), DPHHS-RFP-2022-0423R. The complete solicitation and responses and be requested by email at emacs@mt.gov, or Phone (406) 444-2575.

B.O.C.C. Regular

Agenda Item 4. c.

Meeting Date: 10/18/2022

Title: Memorandum of Understanding DPHHS MBCC COAP, MBCC RSAT Grants SBS

Submitted For: Juli Madden

Submitted By: Juli Madden

TOPIC:

Memorandum of Understanding DPHHS MBCC COAP, MCCC RSAT GRANTS-SBS

BACKGROUND:

Memorandum of Understanding and Agreement to Sub-contract between Yellowstone County Sheriff Department and Stonerock Business Solutions, LLC

RECOMMENDED ACTION:

Approve and Sign

Attachments

DPHHS MBCC COAP, MBCC RSAT Grants

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND
STONEROCK BUSINESS SOLUTIONS, LLC**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana Board of Crime Control;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Stonerock Business Solutions, LLC is a licensed, insured, and professional agency that provides project management, grant management, and reporting services to organizations in Montana and is familiar with practices and policies of all parties in agreements of this pilot project;

Whereas: Yellowstone County Sheriff's Office is committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or sheriff office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and the Stonerock Business Solutions, LLC (SBS), whose address is 201 N Broadway, Suite 112 D, Billings, MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with SBS and that SBS shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and SBS will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2022 through June 30, 2023. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. This MOU will automatically renew until September 30, 2023 if funding remains secure and neither party exercises the termination clause.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse SBS from pre-approved grant funds for the following:

COAP funds: \$4,333.33/month beginning July 1, 2022 – June 30, 2023
RSAT funds \$2,708.33/month beginning October 1, 2022 – September 30, 2023

Clients in the program will have access to re-entry funds. These funds will be managed and approved by Stonerock Business Solutions, LLC. Up to \$56,49.50 in funds are made available to clients from the RSAT funding. Re-Entry services will be reimbursed for actual costs with proof of payment. Funding for travel, conferences, and supplies will also be reimbursed with proof of purchase per guidelines from the grant.

SBS must submit a monthly invoice to Yellowstone County Finance for payment. These funds will be reimbursed through grant funds pre-allocated and approved by MBCC for Project Director funds.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

3.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with SBS as the pass through between the State of Montana and SBS to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to SBS in order that SBS can deliver services required under the agreement and required by the funding.

3.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. SBS is responsible for actual reporting of data.

3.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

3.4 YCSO acknowledges that it has the sole decision-making authority on the project and that SBS as the contracted project director's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

3.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

3.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to jjones@yellowstonecountymt.gov on a monthly basis.

5. Responsibilities of Stonerock Business Solutions, LLC

Stonerock Business Solutions, LLC agrees to participate in the implementation of the grant activities as listed below.

5.1 SBS acknowledges that it is familiar with the agreement and that furthermore SBS represents that it can perform and deliver the services required under the agreement.

5.2 Stonerock Business Solutions, LLC agrees to provide information on outcome measures with Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. SBS agrees to report to the Board of County Commissioners (BOCC) at a minimum quarterly, or as reasonably expected by the BOCC. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 SBS acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Rimrock Foundation, Alternatives, Inc., Turn Key, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, SBS agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or

omissions of services or in any way resulting from the acts or omissions of SBS and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, SBS must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, SBS must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of SBS and/or its officers, agents, representatives, assigns or subcontractors, or assigns. SBS must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, SBS must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, SBS may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, SBS shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each SBS's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the September 30, 2024 end date of the agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional one (1) year period by mutual agreement. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of Yellowstone County Detention Center, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Yellowstone County Detention Facility's reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Stonerock Business Solutions, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. SBS, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and

neither the SBS's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, SBS agrees and represents: SBS has the right to perform services for others during the term of this Agreement except as otherwise provided below; SBS has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. SBS shall select the routes taken, starting and ending times, days of work, and order the work is performed; SBS has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither SBS, nor the SBS's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the SBS, SBS's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the SBS; and neither the SBS nor SBS's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which SBS performs its services. SBS shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set

out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Donald Jones

Date

STONEROCK BUSINESS SOLUTIONS, LLC

Amanda Stonerock

9/24/2022

Amanda Stonerock, CEO/Owner,

Date

B.O.C.C. Regular

Agenda Item 4. d.

Meeting Date: 10/18/2022

Title: Memorandum of Understanding MBCC COAP, RSAT Grants SBS

Submitted For: Jennifer Jones

Submitted By: Juli Madden

TOPIC:

Memorandum of Understanding MBCC COAP, MBCC RSAT Grants SBS

BACKGROUND:

Memorandum of Understanding and agreement to sub-contract between Yellowstone County Sheriff Department and Stonerock Business Solutions, LLC.

RECOMMENDED ACTION:

Approve and Sign

Attachments

MBCC Grant SBS, COAP, RSAT

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND
STONEROCK BUSINESS SOLUTIONS, LLC**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana Board of Crime Control;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Stonerock Business Solutions, LLC is a licensed, insured, and professional agency that provides project management, grant management, and reporting services to organizations in Montana and is familiar with practices and policies of all parties in agreements of this pilot project;

Whereas: Yellowstone County Sheriff's Office is committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or sheriff office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and the Stonerock Business Solutions, LLC (SBS), whose address is 201 N Broadway, Suite 112 D, Billings, MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with SBS and that SBS shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and SBS will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2022 through June 30, 2023. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. This MOU will automatically renew until September 30, 2023 if funding remains secure and neither party exercises the termination clause.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse SBS from pre-approved grant funds for the following:

COAP funds: \$4,333.33/month beginning July 1, 2022 – June 30, 2023
RSAT funds \$2,708.33/month beginning October 1, 2022 – September 30, 2023

Clients in the program will have access to re-entry funds. These funds will be managed and approved by Stonerock Business Solutions, LLC. Up to \$56,49.50 in funds are made available to clients from the RSAT funding. Re-Entry services will be reimbursed for actual costs with proof of payment. Funding for travel, conferences, and supplies will also be reimbursed with proof of purchase per guidelines from the grant.

SBS must submit a monthly invoice to Yellowstone County Finance for payment. These funds will be reimbursed through grant funds pre-allocated and approved by MBCC for Project Director funds.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

3.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with SBS as the pass through between the State of Montana and SBS to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to SBS in order that SBS can deliver services required under the agreement and required by the funding.

3.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. SBS is responsible for actual reporting of data.

3.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

3.4 YCSO acknowledges that it has the sole decision-making authority on the project and that SBS as the contracted project director's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

3.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

3.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to jjones@yellowstonecountymt.gov on a monthly basis.

5. Responsibilities of Stonerock Business Solutions, LLC

Stonerock Business Solutions, LLC agrees to participate in the implementation of the grant activities as listed below.

5.1 SBS acknowledges that it is familiar with the agreement and that furthermore SBS represents that it can perform and deliver the services required under the agreement.

5.2 Stonerock Business Solutions, LLC agrees to provide information on outcome measures with Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. SBS agrees to report to the Board of County Commissioners (BOCC) at a minimum quarterly, or as reasonably expected by the BOCC. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 SBS acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Rimrock Foundation, Alternatives, Inc., Turn Key, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, SBS agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or

omissions of services or in any way resulting from the acts or omissions of SBS and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, SBS must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, SBS must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of SBS and/or its officers, agents, representatives, assigns or subcontractors, or assigns. SBS must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, SBS must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, SBS may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, SBS shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each SBS's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the September 30, 2024 end date of the agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional one (1) year period by mutual agreement. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of Yellowstone County Detention Center, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Yellowstone County Detention Facility's reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Stonerock Business Solutions, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. SBS, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and

neither the SBS's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, SBS agrees and represents: SBS has the right to perform services for others during the term of this Agreement except as otherwise provided below; SBS has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. SBS shall select the routes taken, starting and ending times, days of work, and order the work is performed; SBS has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither SBS, nor the SBS's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the SBS, SBS's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the SBS; and neither the SBS nor SBS's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which SBS performs its services. SBS shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set

out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

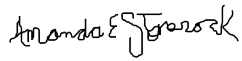
The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Donald Jones

Date

STONEROCK BUSINESS SOLUTIONS, LLC



9/24/2022

Amanda Stonerock, CEO/Owner,

Date

B.O.C.C. Regular

Agenda Item 4. e.

Meeting Date: 10/18/2022

Title: Memorandum of Understanding MBCC COAP, RSAT Grants

Submitted For: Jennifer Jones

Submitted By: Juli Madden

TOPIC:

Memorandum of Understanding MBCC MBCC COAP, MBCC RSAT Grants

BACKGROUND:

Memorandum of Understanding and agreement to sub-contract between Yellowstone County Sheriff Department and Rimrock Foundation.

RECOMMENDED ACTION:

Approve and Sign

Attachments

MBCC Grant, COAP, RSAT

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND
RIMROCK FOUNDATION**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana Board of Crime Control;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Stonerock Business Solutions, LLC is a licensed, insured, and professional agency that provides project management, grant management, and reporting services to organizations in Montana and is familiar with practices and policies of all parties in agreements of this pilot project;

Whereas: Yellowstone County Sheriff's Office is committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or sheriff office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and the Rimrock Foundation (RR), whose address is 1231 N 29th Street, Billings, MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with SBS and that SBS shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and SBS will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning September 1, 2022 through August 31, 2023. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. This MOU will automatically renew until September 30, 2023 if funding remains secure and neither party exercises the termination clause.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse RR from pre-approved grant funds for the following:

COAP funds beginning September 1, 2022 – June 30, 2023:

- Case Management/Care Coordination \$3,750/month
- MAT Assessments up to 117 assessments at \$300/assessment or \$35,000
- SUD/MH Assessments up to 150 assessments at \$350/assessment or \$52,500
- JG Research for Data Analysis (part of SAC contract) \$20,000
-

RSAT funds beginning October 1, 2022 – September 30, 2023:

- Case Management/Care Coordination \$2,773.33/month
- SUD Assessments up to 25 assessments at \$350/assessment or \$8,750
- MH Assessments up to 25 assessments at \$350/assessment or \$8,750

RR will have access to re-entry funds for their clients. These funds will be managed and approved by Stonerock Business Solutions, LLC. Up to \$56,49.50 in funds are made available to clients from the RSAT funding. Re-Entry services will be reimbursed for actual costs with proof of payment.

RR must submit a monthly invoice to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment. These funds will

be reimbursed through grant funds pre-allocated and approved by Montana Board of Crime Control.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

3.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with RR as the pass through between the State of Montana and RR to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to RR in order that RR can deliver services required under the agreement and required by the funding.

3.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. RR is responsible for actual reporting of data of services delivered.

3.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

3.4 YCSO acknowledges that it has the sole decision-making authority on the project and that RR as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

3.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

3.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda.sbsmt@outlook.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Rimrock Foundation
Rimrock Foundation agrees to participate in the implementation of the grant activities as listed below.

5.1 RR acknowledges that it is familiar with the agreement and that furthermore RR represents that it can perform and deliver the services required under the agreement.

5.2 RR agrees to provide information on outcome measures with Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. RR agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 10th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS

prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 RR acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Alternatives, Inc., Turn Key, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, RR agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of RR and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, RR must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, RR must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of RR and/or its officers, agents, representatives, assigns or subcontractors, or assigns. RR must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, RR must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, RR may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, RR shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each RR's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the September 30, 2024 end date of the agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional one (1) year period by mutual agreement. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of Yellowstone County Detention Center, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Yellowstone County Detention Facility's reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Stonerock Business Solutions, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. RR, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the RR's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, RR agrees and represents: RR has the right to perform services for others during the term of this Agreement except as otherwise provided below; RR has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. RR shall select the routes taken, starting and ending times, days of work, and order the work is performed; RR has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither RR, nor the RR's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the RR, RR's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the RR; and neither the RR nor RR's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which RR performs its services. RR shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature

between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Donald Jones

Date

Rimrock Foundation



9/28/2022

Lenette Kosovich , CEO

Date

B.O.C.C. Regular

Agenda Item 4. f.

Meeting Date: 10/18/2022

Title: Memorandum of Understanding DPHHS Grants RR, HEART SOARS III

Submitted For: Jennifer Jones

Submitted By: Juli Madden

TOPIC:

Memorandum of Understanding DPHHS Grants RR - SOARS III

BACKGROUND:

Memorandum of Understanding and Agreement to Sub-Contract Between Yellowstone County Sheriff Department and Rimrock Foundation.

RECOMMENDED ACTION:

Approve and Sign

Attachments

HEART, SOARS III

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF DEPARTMENT AND
RIMROCK FOUNDATION**

Whereas: Yellowstone County Sheriff's Department has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana State Department of Health and Human Services;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a program director is needed to facilitate the collaboration of the project;

Whereas: The funding source for this project needs a single individual to contact for information about the project development and implementation;

Whereas: Rimrock Foundation (RR) is a licensed, insured, and professional agency that provides project management, grant management, and reporting services to organizations in Montana and is familiar with practices and policies of all parties in agreements of this pilot project;

Whereas: Yellowstone County Sheriff's Office is committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or sheriff office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from a skilled project manager to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and Rimrock Foundation (RR), whose address is 1231 N 29th Street, Billings, MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with RR and that RR shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and RR will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2022 through June 30, 2023. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. This MOU will automatically renew until September 30, 2024 if funding remains secure and neither party exercises the termination clause.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse RR from pre-approved grant funds for the following:

HEART funds beginning September 1, 2022:

- Case Management/Care Coordination \$1,920/month.
- MAT Assessments up to 150 assessments at \$300/assessment or \$45,000
- SUD Assessments up to 145 assessments at \$350/assessment or \$50,750
- MH Assessments up to 50 assessments at \$350/assessment or \$35,000
- JG Research for Data Analysis (part of SAC contract) \$20,000

SOR III funds beginning October 1, 2022:

- Case Management/Care Coordination \$215.10/month
- MAT Assessments up to 140 assessments at \$300/assessment or \$42,000
- SUD Assessments up to 100 assessments at \$350/assessment or \$35,000
- JG Research for Data Analysis (part of SAC contract) \$20,000

RR will have access to re-entry funds for their clients. These funds will be managed and approved by Stonerock Business Solutions, LLC. Up to \$35,000 in funds are made available to clients from the HEART funding. Re-Entry services will be reimbursed for actual costs with proof of payment.

RR must submit a monthly invoice to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment. These funds will be reimbursed through grant funds pre-allocated and approved by DPHHS.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

3.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with RR as the pass through between the State of Montana and RR to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to RR in order that RR can deliver services required under the agreement and required by the funding.

3.2 YCSO agrees to provide access to staff, equipment, and data as to complete the necessary tracking and reporting of grant and project outcomes to funding sources. RR is responsible for actual reporting of data of services delivered.

3.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

3.4 YCSO acknowledges that it has the sole decision-making authority on the project and that RR as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

3.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

3.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda.sbsmt@outlook.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Rimrock Foundation
Rimrock Foundation agrees to participate in the implementation of the grant activities as listed below.

5.1 RR acknowledges that it is familiar with the agreement and that furthermore RR represents that it can perform and deliver the services required under the agreement.

5.2 RR agrees to provide information on outcome measures with Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. RR agrees to submit monthly progress reports on services to Stonerock

Business Solutions by the 10th of each month. Payments for services will not be approved without submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 RR acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Alternatives, Inc., Turn Key, YCSO, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, RR agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of RR and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, RR must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insurer. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, RR must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of RR and/or its officers, agents, representatives, assigns or subcontractors, or assigns. RR must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, RR must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, RR may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, RR shall be responsible for business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each RR's authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the September 30, 2024 end date of the agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional one (1) year period by mutual agreement. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of Yellowstone County Detention Center, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Yellowstone County Detention Facility's reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Stonerock Business Solutions, LLC, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. RR, under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the RR's employees or contract personnel are, or shall be deemed, the YCSO's 's employees.

In its capacity as an independent contractor, RR agrees and represents: RR has the right to perform services for others during the term of this Agreement except as otherwise provided below; RR has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. RR shall select the routes taken, starting and ending times, days of work, and order the work is performed; RR has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither RR, nor the RR's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by the RR, RR's employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help the RR; and neither the RR nor RR's employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by which RR performs its services. RR shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and

supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Donald Jones

Date

Rimrock Foundation



9/28/2022

Lenette Kosovich , CEO

Date

B.O.C.C. Regular

Agenda Item 4. g.

Meeting Date: 10/18/2022

Title: Request to Expend - Information Technology - Storage Expansion

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

I.T. Department Request to Expend - Expansion Enclosure

BACKGROUND:

I.T. is requesting Commissioner approval to purchase an EMC ME 484 Expansion Enclosure with additional storage and disks to expand on-site storage at the Courthouse Data Center. The cost of the expansion enclosure is \$80,845.17. The purchase was anticipated and included on the FY23 approved budget.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

I.T. RTE Storage Expansion



Yellowstone County

Request to Expend

07/01/2021

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Dell EMC ME 484 Expansion Enclosure

Cost: \$80,845.17

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$80,845.17

Explanation of Purchase

Additional storage cabinet and disks to expand on-site storage at Courthouse data Center

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 6060.000.608.500800.940

Approved: YES ___ NO ___

Budget Balance: \$269,052.00

Tabled: _____

Is this a budgeted item? YES

Date: _____

Finance Note:

Votes: YES NO

Chairperson _____

Member _____

Member _____

James Matteson

10/08/2022

Purchasing Agent

Date

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 10/18/2022

Title: Agreement with MDT/BNSF & Yellowstone County for RR Crossing Improvements Shorey Rd

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Agreement for RR Crossing Improvements with MDT/ BNSF for Shorey Road

BACKGROUND:

Agreement for the RR crossing improvements for Shorey Rd as part of the railroad safety improvement program managed by MDT.

RECOMMENDED ACTION:

Approve the agreement

Attachments

Rail Road Crossing Agreements

**GRADE CROSSING SIGNALS
TRI-PARTY AGREEMENT
RRXING-SHOREY RD-ACTON
RRP-L 56(100), [10200]
YELLOWSTONE COUNTY, MONTANA**

DIVISION – Montana
SUB – Laurel
LS - 362

BF 20201227
Railroad MP 14.835
U.S. DOT 099 441T

THIS AGREEMENT, made this date _____, between the State of Montana, acting through its Department of Transportation, hereinafter called the "STATE", Yellowstone County, a Political Subdivision of the State of Montana, herein represented and acting through its County Commissioners, hereinafter called the "COUNTY", and BNSF Railway Company, a Delaware Corporation, hereinafter called the "RAILROAD";

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the STATE is undertaking a project RRP-L 56(100), [10200], to install railroad crossing signals and activation equipment as shown in the scope of work. This project is located at crossing U.S. DOT 099 441T as indicated on Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of the crossing signal equipment;

WHEREAS, the STATE will pay for the acquisition and installation of crossing signal equipment, with STATE, using, in part, Federal Section 130 funds, and the RAILROAD consents to acquire and install the crossing signal equipment as shown in the scope of work, and upon the terms and conditions herein stated. STATE will reimburse RAILROAD actual cost of labor and material with STATE and federal funds.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**I
SCOPE OF WORK**

A. SIGNAL WORK

RAILROAD will provide:

1. Engineering and acquisition of materials for signal work.
2. Installation of constant warning time circuitry.
3. Installation of new signal system with new mast-mounted 12-inch LED flashing lights and gates in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
4. Installation of new signal bungalow a minimum of 30 feet from shoulder of roadway in accordance with the MUTCD.

**II
MUTCD**

The crossing signal equipment will be installed at the railroad grade crossing shown on Exhibit "A" attached, in accordance with the Manual on Uniform Traffic Control Devices and in accordance with plans and estimates prepared by the RAILROAD and approved by the STATE and Federal Highway Administration.

III COSTS PAID BY STATE

The cost of engineering, materials and labor to install the crossing signal equipment will be paid by the STATE, using, in part, Federal Section 130 funds, as provided in 23 Code of Federal Regulations, including but not limited to Parts 1, 140 (subpart I), 172, 646, hereafter referred to as "23 CFR", which is hereby incorporated into and made part of this agreement by reference.

IV PRELIMINARY ENGINEERING COSTS

Preliminary engineering costs are part of the RAILROAD's overhead rates. Preliminary engineering includes all costs incurred for developing this agreement.

V CONTRACTORS

The RAILROAD will, using its own forces and under its own labor agreements, install the crossing signal equipment. The RAILROAD will furnish all materials from its store stock or by purchase in accordance with the provisions of 23 CFR.

Should it become necessary for the RAILROAD to obtain the services of a consultant after this agreement is completed and due to any exigency of the RAILROAD and the project, the STATE and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant. All work performed and costs incurred under this agreement will be in accordance with 23 CFR and 48 Code of Federal regulations, including but not limited to Chapter 1, Part 31, hereafter referred to as "48 CFR", which is hereby incorporated into and made part of this agreement by reference.

VI SALVAGE VALUE

The RAILROAD will dispose of all scrap from the railroad's work covered in this agreement at STATE expense.

VII ESTIMATE

The RAILROAD will provide a detailed estimate of RAILROAD construction engineering, installation labor and material costs required for this project. The STATE will pay for the acquisition and installation of crossing signal equipment, with STATE and federal funds, based on the actual cost of labor and material. The detailed estimate will be titled Exhibit "B" and attached hereto and by this reference made a part hereof. If electrical service is required from a public utility the RAILROAD will provide an estimated installation cost in Exhibit "B".

The STATE will pay actual cost for any RAILROAD engineering, labor, materials, and third-party charges for the installation of electrical service.

VIII RR BILLING TO STATE

The RAILROAD may submit progress bills to the STATE during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. The STATE will reimburse the RAILROAD for the actual cost and expense incurred in connection with said work. Actual cost reimbursed must be in accordance with the provisions of 23 CFR.

It is further agreed that the RAILROAD will make every effort to finalize and complete billing of all incurred costs no later than six (6) months after installation. All cost records of the RAILROAD pertaining to this project will be subject to inspection and audit at any time by representatives of the STATE, including the legislative auditor and fiscal analyst, and the Federal Highway Administration.

All such records will be retained for a period of not less than three (3) years from the date of final payment.

IX OPERATION AND MAINTENANCE

Upon completion of the installation of the crossing signal equipment, the RAILROAD, at its expense, will operate and maintain the crossing signal equipment in a proper condition; provided, however, in the event of passage of law by the State of Montana or other governmental authority providing for the apportionment of cost of maintenance of grade crossing signals, the RAILROAD will have the benefit of such law.

X SIGNAL OWNERSHIP

STATE Administrative Rule ARM 18.6.311 stipulates; the COUNTY will own the railroad signal.

If the grade crossing is abandoned, or if for any reason the signals are no longer required at this location, the RAILROAD and COUNTY will determine if the signals are to be installed at another location or used for replacement parts.

XI FUTURE IMPROVEMENT PROJECT

If a railway or a highway improvement project necessitates a rearrangement, relocation, or alteration of the signals at this crossing, the party whose improvement causes such change will pay the cost thereof.

XII DISCLAIMER

BNSF gives no warranty, express or implied, as to the accuracy, quality, merchantability, fitness for any particular purpose, or any other matter, of or for the work performed pursuant to this agreement or any report or other deliverable which BNSF may furnish to agency pursuant to this agreement. BNSF shall in no way be responsible for MDT's reliance upon, interpretation of, or other use of the work.

BNSF is not a contractor, agent, partner, or joint venturer of MDT. Or a recipient of federal funds because of this agreement or because of BNSF's performance of the work. Likewise, the BNSF parties who may assist BNSF in performing the work are doing so for BNSF's benefit only, and are not and shall not be deemed to be contractors, subcontractors, or agents of MDT.

XIII NONDISCRIMINATION

Subject to the disclaimers in Section XII above and only to the extent applicable to the Work and this Agreement, each of BNSF and MDT will comply with the following State of Montana and federal statutes and implementing regulations relating to nondiscrimination, *provided that* nothing herein is intended to or shall waive the preemptive effect of federal law as to BNSF:

- **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.*), 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** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency [LEP] by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs) (70 FR at 74087 to 74100).
- **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.**

XIV

BUY AMERICA

Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). Buy America Certification must be provided to the State prior to the commencement of work.

XV

SIGNAL DAMAGE

The RAILROAD will, upon finding damage to the crossing signal equipment, immediately notify the county sheriff at (406) 256-2929.

Pursuant to Mont. Admin. R. § 18.6.311(3), the COUNTY will pay for the repair or replacement cost (damage maintenance cost) of the signal and activation equipment in the event of damage and the responsible party for the damage cannot be identified or will not pay.

XVI

REPLACEMENT

If any of the crossing signal equipment installed pursuant to this agreement cannot, through age, be maintained, or by virtue of their obsolescence require replacement, the cost of installation of new

crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable STATE signal warrants at the time of replacement.

XVII

ADVANCE WARNING SIGNS & MARKINGS

The COUNTY will have in place highway-rail grade crossing advance signs and standard pavement markings, if required by the Manual on Uniform Traffic Control Devices at this crossing prior to the acceptance on this project by STATE (see Exhibit "C" attached hereto and by this reference made part hereof for partial details).

The COUNTY assumes full responsibility for the maintenance of advanced warning signs and pavement markings and agrees to hold harmless and indemnify the STATE for any claim, damages or loss, in whole or in part, caused by or due to the failure to maintain the advanced warning signs and markings or other requirements of the Manual.

XVIII

STATE ADMINISTER PROJECT

In addition to the terms herein set forth, the STATE agrees to administer the project with respect to the inspection and acceptance. The STATE's obligation will end upon acceptance of the completed said project and reimbursements to the RAILROAD.

XIX

BINDING AGREEMENT

This agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

APPROVED FOR LEGAL CONTENT	
DocuSigned by: <i>Tyler Moss</i>	9/26/2022
Signature 95709B7FE2B3478...	Date

Civil Rights Approval	
DocuSigned by: <i>Megan Handl</i>	9/23/2022
Signature 4E5D88EF563494...	Date

STATE OF MONTANA DEPARTMENT OF TRANSPORTATION

BY: _____
Ryan Dahlke, P.E.
Preconstruction Engineer

BNSF RAILWAY COMPANY

BY: DocuSigned by:
Richard Scott _____
CE7C9E61C3EA4FF...
TITLE: Assistant Director Public Projects

YELLOWSTONE COUNTY

ATTEST: _____
Clerk and Recorder

BY: _____
Commissioner, Chairperson

EXHIBIT “A”
PROJECT LOCATION MAP

CN 10200

US DOT 088441T
BNSF - RR MP 14.84
Yellowstone County
Laurel Line

Project Location

Acton



EXHIBIT "A"

0 0.75 1.5 3 4.5

[illegible]

EXHIBIT “B”
RAILROAD ESTIMATE

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
MDT

LOCATION RIMROCK TO ACTON IND

DETAILS OF ESTIMATE

PLAN ITEM : 000346757

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

SHOREY RD - ACTON, MT; INSTALL CONSTANT WARNING / FLASHERS / GATES; MONTANA DIV; LAUREL SUBDIV; LS 362; MP 14.83; DOT# 088441T; SEQ# 87919.

MONTHLY POWER UTILITY COST CENTER : 61701.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF MONTANA IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0 MH	2,542	
SIGNAL FIELD - INSTALL	1664.0 MH	65,818	
SIGNAL SHOP LABOR - CAP	0.01 MH	1	
PAYROLL ASSOCIATED COSTS		44,686	
DA OVERHEADS		74,191	
EQUIPMENT EXPENSES		15,202	
INSURANCE EXPENSES		11,962	
TOTAL LABOR COST		214,402	214,402

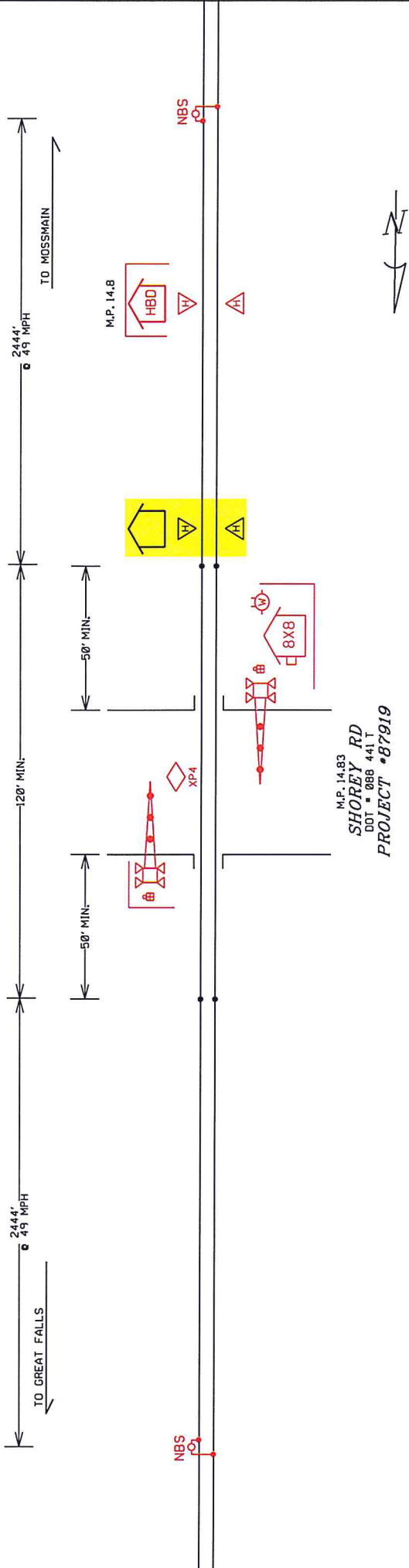
MATERIAL			

ARRESTOR, MDSA-2 XS	1.0 EA N	737	
BATTERY, VGL-255	10.0 EA N	2,248	
BATTERY, VGL-350	9.0 EA N	2,624	
BELLS	2.0 EA N	414	
BERM WALL, STEEL 6'	60.0 FT N	15,236	
BUNGALOW 8X8 W/ AC	1.0 LS N	13,979	
BUNGALOW MATERIAL	1.0 LS N	7,564	
CABLE, 2C/6 TW	500.0 FT N	790	
CABLE, 3C/2	250.0 FT N	1,933	
CABLE, 5C/10	70.0 FT N	163	
CABLE, 5C/6	500.0 FT N	2,675	
CABLE, 7C/14	500.0 FT N	1,065	
CHARGERS, 12/80 (20/40/60)	2.0 EA N	3,009	
ELECTRICAL MATERIAL	1.0 LS N	1,500	
EVENT RECORDER	1.0 EA N	5,684	
FIELD MATERIAL	1.0 LS N	7,372	
FILL DIRT	300.0 CY N	7,500	
FOUNDATION, STEEL	2.0 EA N	1,584	
GATE KEEPER	2.0 EA N	2,534	
GATE MECHANISM, S-60	2.0 EA N	10,961	
LED LIGHT	8.0 EA N	1,714	
SHUNT, NBS	2.0 EA N	1,971	
SURFACE ROCK	70.0 CY N	3,500	
X-MP 14.8 - BERM WALL, STEEL 6'	30.0 FT N	7,618	
X-MP 14.8 - HBD COMPLETE	1.0 LS N	69,951	
OFFLINE TRANSPORTATION		2,183	
TOTAL MATERIAL COST		176,509	176,509

OTHER			

AC POWER SERVICE	1.0 EA N	10,000	
BUNGALOW, WIRE AND TEST	1.0 LS N	5,121	
CONTRACT ENGINEERING	1.0 LS N	8,000	
DIRECTIONAL BORING	150.0 FT N	7,500	
TOTAL OTHER ITEMS COST		30,621	30,621
PROJECT SUBTOTAL			421,532
CONTINGENCIES			42,153
BILL PREPARATION FEE			4,637
GROSS PROJECT COST			468,322
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			468,322

The Burlington Northern & Santa Fe Railway Company



REPLACE: HBD (HOT BEARING DETECTOR)
INSTALL: FLASHERS, GATES, BERM WALLS, & BUNGALOW
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

RED = IN YELLOW = OUT

- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:

Min. 5'3" with curb,
Min. 9'3" without curb,
Max. 12'

House Clearance:

25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.

LOCATION: ACTON, MT
STREET: SHOREY RD
LS: 0362
M.P. 14.83
DOT # 088 441 T
DIVISION: MONTANA
SUBDIVISION: LAUREL
KANSAS CITY
NO SCALE
DATE: 07/14/2022
FILE: 87919-STATESKETCH-.dgn
.IFK

EXHIBIT “C”
MUTCD

Figure 8B-6. Example of Placement of Warning Signs and Pavement Markings at Grade Crossings

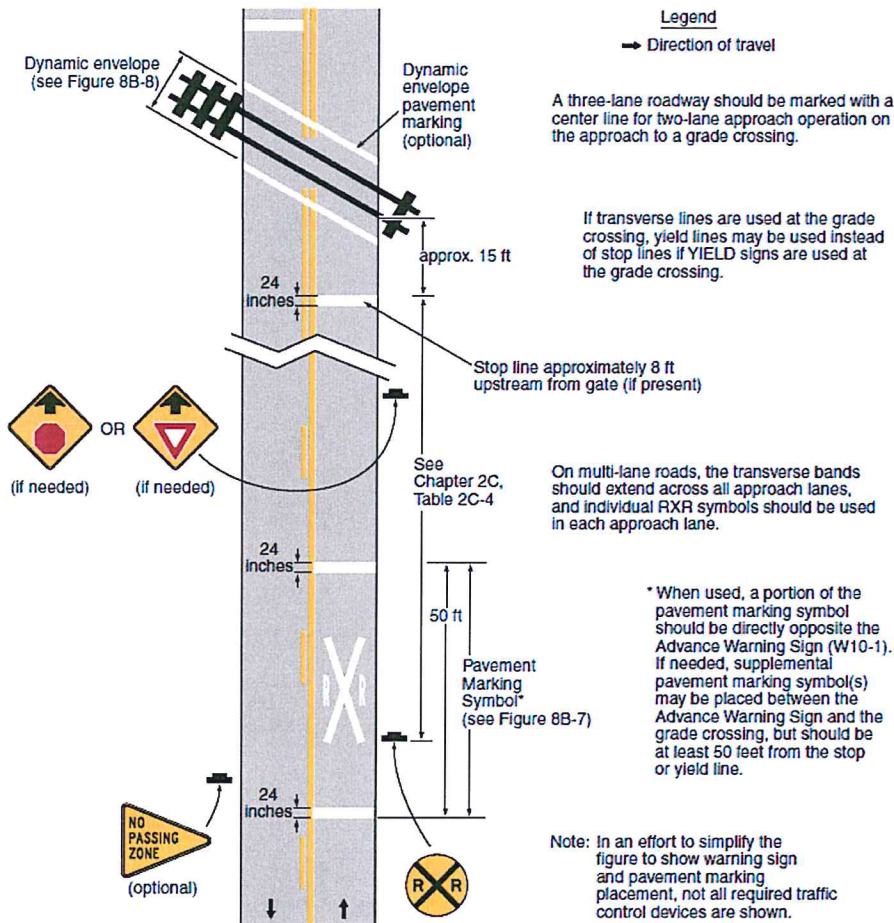
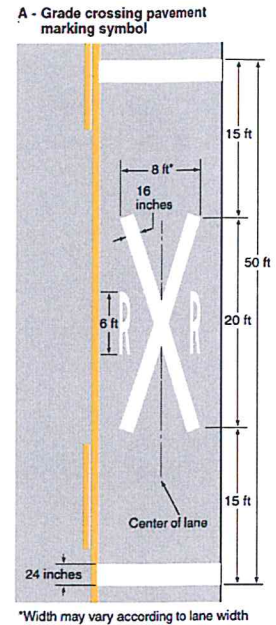


Figure 8B-7. Grade Crossing Pavement Markings



For more information

go to website: <http://mutcd.fhwa.dot.gov>

Table 2C-4. Guidelines for Advance Placement of Warning Signs

Posted or 85th-Percentile Speed	Advance Placement Distance ¹								
	Condition A: Speed reduction and lane changing in heavy traffic ²	Condition B: Deceleration to the listed advisory speed (mph) for the condition							
		0 ³	10 ⁴	20 ⁴	30 ⁴	40 ⁴	50 ⁴	60 ⁴	70 ⁴
20 mph	225 ft	100 ft ⁶	N/A ⁵	—	—	—	—	—	—
25 mph	325 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
30 mph	460 ft	100 ft ⁶	N/A ⁵	N/A ⁵	—	—	—	—	—
35 mph	565 ft	100 ft ⁶	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—
40 mph	670 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—	—
45 mph	775 ft	175 ft	125 ft	100 ft ⁶	100 ft ⁶	N/A ⁵	—	—	—
50 mph	885 ft	250 ft	200 ft	175 ft	125 ft	100 ft ⁶	—	—	—
55 mph	990 ft	325 ft	275 ft	225 ft	200 ft	125 ft	N/A ⁵	—	—
60 mph	1,100 ft	400 ft	350 ft	325 ft	275 ft	200 ft	100 ft ⁶	—	—
65 mph	1,200 ft	475 ft	450 ft	400 ft	350 ft	275 ft	200 ft	100 ft ⁶	—
70 mph	1,250 ft	550 ft	525 ft	500 ft	450 ft	375 ft	275 ft	150 ft	—
75 mph	1,350 ft	650 ft	625 ft	600 ft	550 ft	475 ft	375 ft	250 ft	100 ft ⁶

¹ The distances are adjusted for a sign legibility distance of 180 feet for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 feet, which is appropriate for an alignment warning symbol sign. For Conditions A and B, warning signs with less than 6-inch legend or more than four words, a minimum of 100 feet should be added to the advance placement distance to provide adequate legibility of the warning sign.

² Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PRT of 14.0 to 14.5 seconds for vehicle maneuvers (2005 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 180 feet for the appropriate sign.

³ Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2005 AASHTO Policy, Exhibit 3-1, Stopping Sight Distance, providing a PRT of 2.5 seconds, a deceleration rate of 11.2 feet/second², minus the sign legibility distance of 180 feet.

⁴ Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PRT, a vehicle deceleration rate of 10 feet/second², minus the sign legibility distance of 250 feet.

⁵ No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing. An alignment warning sign may be placed anywhere from the point of curvature up to 100 feet in advance of the curve. However, the alignment warning sign should be installed in advance of the curve and at least 100 feet from any other signs.

⁶ The minimum advance placement distance is listed as 100 feet to provide adequate spacing between signs.

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 10/18/2022

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit - September 16 to September 30, 2022

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

OCT 06 2022

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
September 16 to September 30, 2022

Date: 10/6/2022
To: Board of County Commissioners
From: Tanya McWilliams, Deputy Auditor 

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

Date	Employee Name	Department	Finding
10/6/22	Caton, Wendy	Clerk of Court	OT rate s/b \$22.34 (longevity 9/1)
10/6/22	Silvesan, Cody	Facilities	Comp time used s/b 4.75 @ \$26.05, updated accruals
10/6/22	Nagel, Randy	Sheriff	Missing 1 hr overtime @\$29.35
10/6/22	Snyder, Tracy	YSC	Missing 8.75 hrs comp used on accrual summary

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 10/18/2022

Title: Quorum Notice

Submitted By: Erika Guy

TOPIC:

Quorum Notice 10/6/22

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Quorum

Yellowstone County



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

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

Date: October 13, 2022

To: Clerk and Recorder's office

RE: Report on a quorum of County Commissioners traveling together

Date of trip: October 6, 2022

This is to report to the Clerk and Recorder as required by Montana State Statute, that Denis Pitman and Donald Jones, both county commissioners in Yellowstone County traveled in the same vehicle October 6, 2022.

Commissioner Pitman gave Commissioner Jones a ride home while his vehicle was in the repair shop. No county decisions were made while on this trip.

A handwritten signature in black ink, appearing to read "Denis Pitman", is written over a horizontal line.

Denis Pitman – Yellowstone County Commissioner

A handwritten signature in blue ink, appearing to read "Donald Jones", is written over a horizontal line.

Donald Jones – Yellowstone County Commissioner

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 10/18/2022

Title: ARPA SLFRF Compliance Report for Period Jul - Sept 2022

Submitted By: Anna Ullom, Accountant

TOPIC:

ARPA SLFRF Compliance Report

BACKGROUND:

ARPA Compliance Report for the period July - September 2022.

RECOMMENDED ACTION:

File.

Attachments

ARPA Report - Quarter 3 2022 (Jul - Sept)

SLFRF Compliance Report - SLT-2489-P&E Report-Q3 2022

Report Period : Quarter 3 2022 (July-September)

Recipient Profile

Recipient Information

Recipient UEI	FNVKTJD3B7C1
Recipient TIN	816001449
Recipient Legal Entity Name	Yellowstone County, Montana
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	PO Box 35003
Recipient Address 2	
Recipient Address 3	
Recipient City	Billings
Recipient State/Territory	MT
Recipient Zip5	59107
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents which received more than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2023
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Equipment for Remote Education/Court

Project Identification Number	A3
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed
Adopted Budget	\$15,972.37
Total Cumulative Obligations	\$15,972.37
Total Cumulative Expenditures	\$15,972.37
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Remote learning wifi and cabling for the Youth Services Center. Virtual teleconferencing equipment for court arraignments for Justice Court to connect to Yellowstone Detention Facility
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$15,972.37
Type of capital expenditures, based on the following enumerated uses	Technology infrastructure to adapt government operations
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	6 Imp For services to address lost instructional time in K-12 schools
Secondary Impacted and/or Disproportionately Impacted populations	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Remote learning wifi and cabling for youth services center; teleconferencing equipment for arraignments between Jail and Justice Court.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Necessary cabling infrastructure to allow youth in our juvenile detention centers to receive education safely. Updated teleconferencing equipment for use in arraignments between the Jail and Justice Court.

Project Name: Prevention in Congregate Settings

Project Identification Number	A4
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed
Adopted Budget	\$4,609.00
Total Cumulative Obligations	\$4,609.00
Total Cumulative Expenditures	\$4,609.00

Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Lux electrostatic backpack sprayer for disinfectant, for use at the Youth services center. Body temperature scanners for use at the detention facility for incoming inmates, attorneys, and inmate labor working in the kitchen, in response to a COVID outbreak at the detention facility.
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$4,609.00
Type of capital expenditures, based on the following enumerated uses	Acquisition of equipment for COVID-19 prevention and treatment
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$4,609.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Equipment to prevent infection in YSC and Detention Facilities
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Equipment to prevent infection in YSC and Detention Facilities, to allow them to continue running and serving the community and general public.

Project Name: Huntley Water & Sewer

Project Identification Number	A5
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed
Adopted Budget	\$25,000.00
Total Cumulative Obligations	\$25,000.00
Total Cumulative Expenditures	\$25,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	ARPA Competitive grant match for Huntley Water & Sewer District.
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	4 Imp HHs that experienced increased food or housing insecurity
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARPA Competitive grant match for Huntley Water & Sewer district.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Went to discussion with the board of commissioners.

Project Name: Metra Sewer, Water, & Power Infrastructure

Project Identification Number	A6
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.18-Water and Sewer: Other
Status To Completion	Completed less than 50%
Adopted Budget	\$22,020,932.00
Total Cumulative Obligations	\$1,300,931.78
Total Cumulative Expenditures	\$1,300,931.78
Current Period Obligations	\$566,572.95
Current Period Expenditures	\$566,572.95
Project Description	Upgrades on the campus to allow continued use of the facility for evacuation locations and other emergency uses
Projected/actual construction start date	8/22/2022
Projected/actual initiation of operations date	10/31/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	308 6th Ave North Billings MT 59101
Public Water System (PWS) ID Number	MT0000153
National Pollutant Discharge Elimination System (NPDES) Permit Number	n/a
Median Household Income of service area	\$60,032.00
Lowest Quintile Income of the service area	\$17,634.00

Project Name: YWCA Building

Project Identification Number	A9
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.34-Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)
Status To Completion	Completed
Adopted Budget	\$200,000.00
Total Cumulative Obligations	\$200,000.00
Total Cumulative Expenditures	\$200,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Funding assistance for YWCA Billings' Domestic violence program and Gateway Horizons Shelter.
What Impacted and/or Disproportionately Impacted population does this project primarily serve?	11 Imp Classes of NPs designated as negatively economically impacted
Brief description of structure and objectives of assistance program(s), including public health or negative economic	As a result of the COVID pandemic, a surge in violent crime and increased substance abuse across the county and the region, there has been a large spike in the number of domestic violence cases. Those trends and the demand for services and sheltering for victims are not subsiding. To

impact experienced	augment our capability to assist victims and prevent them from becoming homeless, YWCA Billings has embarked on building another shelter to expand our current capacity by 300 percent.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Yellowstone County provided \$200,000 of ARPA funds for the new Gateway Horizons Shelter. The project cost is \$4 million. YWCA has raised \$2.6 million to move the project forward.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	1

Project Name: County Attorney Personnel

Project Identification Number	A7
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.4-Public Sector Capacity: Effective Service Delivery
Status To Completion	Completed less than 50%
Adopted Budget	\$1,000,000.00
Total Cumulative Obligations	\$28,679.57
Total Cumulative Expenditures	\$28,679.57
Current Period Obligations	\$17,539.81
Current Period Expenditures	\$17,539.81
Project Description	Violent drug crime significantly increased as a result of the pandemic. Prosecuting this crime within the local criminal justice system has been further complicated by delays in case resolution time frames directly created by the COVID pandemic. To address increased crime, court case backlogs, and extended pre-trial or pre-revocation hearing status of defendants in YCAO, Yellowstone County will provide 2 prosecutors and 2 paralegals over the course of three years to address this problem.
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The 4 positions will assist in processing and prosecuting the crimes committed in the Downtown Billings corridor, directly affecting American Indians and Alaska Natives, who have been disproportionately impacted by the pandemic-related surge in crime, as victims (4.9% of population, 21% of victims) and offenders (39% of charges).
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Felony cases are taking longer to prosecute and work through the court system putting immense pressure on the local detention facility, the district court, the prosecutors, and defense attorneys. There are more defendants awaiting trial or revocation hearing, and because there are more uncharged suspects, there are more criminal suspects and defendants on the streets in Billings. Violent crime increased almost 40% between 6/20-8/21 compared to the previous 12 months.

Project Name: Lockwood TEDD

Project Identification Number	A8
Project Expenditure Category	7-Administrative

Project Expenditure Subcategory	7.2-Transfers to Other Units of Government
Status To Completion	Completed less than 50%
Adopted Budget	\$556,000.00
Total Cumulative Obligations	\$51,793.00
Total Cumulative Expenditures	\$51,793.00
Current Period Obligations	\$15,613.00
Current Period Expenditures	\$15,613.00
Project Description	Funding the engineering costs for Lockwood Targeted Economic Development District (TEDD), to assist in the project to extend sewer and water infrastructure to the area north of Interstate 90 near the community of Lockwood, to address the reliance on septic and drain field systems which have led to high nitrate levels and other groundwater concerns.

Project Name: Indoor Air Quality upgrades

Project Identification Number	A10
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Completed less than 50%
Adopted Budget	\$3,350,000.00
Total Cumulative Obligations	\$17,480.00
Total Cumulative Expenditures	\$17,480.00
Current Period Obligations	\$15,080.00
Current Period Expenditures	\$15,080.00
Project Description	Upgrades to air handler units, HVAC, Hepa filtration, and propane air standby facility
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,350,000.00
Type of capital expenditures, based on the following enumerated uses	Installation and improvement of ventilation systems
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To address Metra's facilities capability to withstand long-term emergencies in cases of utility disruptions, long-term alternative power, and a back-up heating system fuel for the facility's use as an emergency shelter with heat and power. To update our central HVAC system to reduce the spread of communicable disease and assist in the facility's use as a centralized public health center.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or	The Metrapark Arena was utilized as a centralized public health center during the COVID pandemic, staging areas for emergency personnel/equipment, field hospital, shelter for

negative economic impact of Covid-19	displaced individuals/animals, and a public vaccination site. Improvements to the air quality system and back-up generator will assist in this.
--------------------------------------	---

Project Name: Digital Screens / Public Address System

Project Identification Number	A2
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.7-Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Status To Completion	Completed 50% or more
Adopted Budget	\$2,933,942.27
Total Cumulative Obligations	\$1,662,644.67
Total Cumulative Expenditures	\$1,662,644.67
Current Period Obligations	\$564,970.28
Current Period Expenditures	\$564,970.28
Project Description	In First Interstate Arena, upgrade LED Video Display/signage, security system, and public address system to allow evacuation notices and other public safety announcements.
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$1,467,042.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Intended to improve the facility for evacuation notices and other public safety announcements in case of emergencies, facility is used by all residents of the county.

Project Name: Sanitation Devices

Project Identification Number	A1
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.5-Personal Protective Equipment
Status To Completion	Completed
Adopted Budget	\$53,850.00
Total Cumulative Obligations	\$53,850.00
Total Cumulative Expenditures	\$53,850.00
Current Period Obligations	\$0.00\$0.00
Current Period Expenditures	\$0.00\$0.00
Project Description	Kart Kleen entrance units and disinfectant lockers for the detention facility. Incident response bags and PPE units for Sheriff's office patrol officers.

What is the Total expected capital expenditure, including pre-development costs, if applicable	\$53,850.00
Type of capital expenditures, based on the following enumerated uses	Other (please specify)
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Staff were contracting COVID-19, leading to staffing shortages in the detention facility and for patrol officers.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Use of PPE for detention and patrol officers reduces those infected and reduces the need for overtime with existing staff.

Subrecipients

Subrecipient Name: Cushing Terrell

TIN	810305543
Unique Entity Identifier	
POC Email Address	
Address Line 1	PO Box 30071
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59107
Zip+4	
Entity Type	
Is the Recipient Registered in SAM.Gov?	N/A

Subrecipient Name: Yellowstone County

TIN	
Unique Entity Identifier	
POC Email Address	
Address Line 1	216 N 26th Street
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC

TIN	472403909
Unique Entity Identifier	
POC Email Address	
Address Line 1	PO Box 51475
Address Line 2	
Address Line 3	
City	BILLINGS

State	MT
Zip	59105
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: Hulteng CCM Inc

TIN	010807465
Unique Entity Identifier	
POC Email Address	
Address Line 1	6417 Trade Center Ave
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	
Is the Recipient Registered in SAM.Gov?	N/A

Subrecipient Name: Montana Broom & Brush Co

TIN	810286714
Unique Entity Identifier	
POC Email Address	
Address Line 1	PO Box 3840
Address Line 2	
Address Line 3	
City	Butte
State	MT
Zip	59701
Zip+4	
Entity Type	
Is the Recipient Registered in SAM.Gov?	N/A

Subrecipient Name: Epcon Sign Co

TIN	810360725
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Unique Entity Identifier	
POC Email Address	
Address Line 1	PO Box 21239
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59104
Zip+4	
Entity Type	
Is the Recipient Registered in SAM.Gov?	N/A

Subrecipient Name: KART KLEEN LLC

TIN	834421771
Unique Entity Identifier	XFGPPENSLY83
POC Email Address	
Address Line 1	219 MANSION HEIGHTS DRIVE
Address Line 2	
Address Line 3	
City	MISSOULA
State	MT
Zip	59803
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: WESTERN WATER CONSULTANTS, INC

TIN	830250392
Unique Entity Identifier	KWAAEL3M2NM4
POC Email Address	
Address Line 1	611 SKYLINE ROAD
Address Line 2	
Address Line 3	
City	LARAMIE
State	WY
Zip	82070
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ACE ELECTRIC INC

TIN	
Unique Entity Identifier	NGJ8DHZDHHY3
POC Email Address	
Address Line 1	808 W. Main Street
Address Line 2	
Address Line 3	
City	Laurel
State	MT
Zip	59044
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Tel Net Systems, Inc

TIN	810532133
Unique Entity Identifier	
POC Email Address	
Address Line 1	547 S 20th St West, Suite 2
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59102
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subrecipient Name: AVI SYSTEMS, INC.

TIN	
Unique Entity Identifier	FZ5HN69FGXX8
POC Email Address	
Address Line 1	NW 8393, PO BOX 1450
Address Line 2	
Address Line 3	

City	MINNEAPOLIS
State	MN
Zip	55485
Zip+4	8393
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS

TIN	
Unique Entity Identifier	CF1ALKKX1WQ2
POC Email Address	
Address Line 1	909 Wyoming AVE
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	1638
Entity Type	Beneficiary
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: ASKIN CONSTRUCTION, LLC

TIN	
Unique Entity Identifier	PVNTC3F78SY5
POC Email Address	
Address Line 1	3300 2ND AVE N STE 3
Address Line 2	
Address Line 3	
City	Billings
State	MT
Zip	59101
Zip+4	
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	No
In the preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	No
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	No

Subawards

Subward No: A6-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$865,417.60
Subaward Date	5/18/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The project consists of parking lot reconstruction to include removal of asphalt, grading, paving, concrete, striping, signage, storm drain removal and replacement, and lighting improvements.
Subrecipient	ASKIN CONSTRUCTION, LLC
Period of Performance Start	6/1/2022
Period of Performance End	6/30/2022

Subward No: A6

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$304,861.60
Subaward Date	12/14/2021
Place of Performance Address 1	308 6TH AVE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	The engineer shall provide collaborative coordination, planning, field work, surveying, specifications, cost estimates (PS&E) for the infrastructure project. Including, but not limited to, surfacing, sanitary sewer, potable water, storm water, and power. Engineer will act as prime consultant to provide site, surfacing, stormwater, conveyance design, surveying, lead construction administration and overall project quality assurance and quality control.
Subrecipient	WESTERN WATER CONSULTANTS, INC

Period of Performance Start	2/1/2022
Period of Performance End	12/31/2024

Subaward No: A9

Subaward Type	Grant: Lump Sum Payment(s)
Subaward Obligation	\$200,000.00
Subaward Date	4/12/2022
Place of Performance Address 1	909 Wyoming Ave
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	One time support payment to assist YWCA of Billings in building their 'Gateway Horizons Shelter' for their Domestic violence program.
Subrecipient	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Period of Performance Start	6/7/2022
Period of Performance End	6/7/2022

Subaward No: A2-4

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$64,338.01
Subaward Date	12/16/2021
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment for the installation of audio visual equipment
Subrecipient	AVI SYSTEMS, INC.
Period of Performance Start	3/7/2022
Period of Performance End	12/31/2023

Subaward No: A2-3

Subaward Type	Contract: Definitive Contract
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Subaward Obligation	\$158,216.61
Subaward Date	3/22/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for data cabling services
Subrecipient	Tel Net Systems, Inc
Period of Performance Start	6/1/2022
Period of Performance End	9/30/2022

Subward No: A2-2

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$196,663.24
Subaward Date	3/22/2022
Place of Performance Address 1	308 6TH AVENUE NORTH
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Labor, materials, and equipment necessary for electrical services for MetraPark digital screens and address system.
Subrecipient	ACE ELECTRIC INC
Period of Performance Start	4/26/2022
Period of Performance End	12/31/2022

Subward No: A2

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$889,713.00
Subaward Date	2/4/2022
Place of Performance Address 1	308 6th Ave North
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Billings

Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	L.E.D. video display and signage for more effective communication in emergencies.
Subrecipient	Epcon Sign Co
Period of Performance Start	2/4/2022
Period of Performance End	6/30/2022

Subward No: A2-5

Subaward Type	Contract: Definitive Contract
Subaward Obligation	\$102,346.07
Subaward Date	9/20/2022
Place of Performance Address 1	308 6th Ave N
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Electrical work for the Arena security portion of the digital screen and PA system.
Subrecipient	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Period of Performance Start	9/20/2022
Period of Performance End	9/20/2022

Subward No: A1

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$53,850.00
Subaward Date	10/8/2021
Place of Performance Address 1	3165 KING AVE E
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	BILLINGS
Place of Performance State	MT
Place of Performance Zip	59101
Place of Performance Zip+4	
Description	Purchase of equipment used to counteract the spread of COVID-19 in the Yellowstone County Detention Facility and for Sheriff Patrol Officers.

Subrecipient	KART KLEEN LLC
Period of Performance Start	10/8/2021
Period of Performance End	10/8/2021

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00453017

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$865,417.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$463,134.30

Expenditure: EN-00452977

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$304,861.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$142,604.04

Expenditure: EN-00200711

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$304,861.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	2/1/2022
Expenditure End	3/29/2022
Expenditure Amount	\$56,118.94

Expenditure: EN-00550210

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0147589
Subaward No	A6
Subaward Amount	\$304,861.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	WESTERN WATER CONSULTANTS, INC
Expenditure Start	8/2/2022
Expenditure End	8/30/2022
Expenditure Amount	\$106,138.62

Expenditure: EN-00550208

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward ID	SUB-0354542
Subaward No	A6-2
Subaward Amount	\$865,417.60
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ASKIN CONSTRUCTION, LLC
Expenditure Start	8/23/2022
Expenditure End	9/20/2022
Expenditure Amount	\$402,283.30

Expenditure: EN-00453069

Project Name	YWCA Building
Subaward ID	SUB-0354549
Subaward No	A9
Subaward Amount	\$200,000.00
Subaward Type	Grant: Lump Sum Payment(s)
Subrecipient Name	YOUNG WOMENS CHRISTIAN ASSOCIATION OF BILLINGS
Expenditure Start	6/7/2022
Expenditure End	6/7/2022
Expenditure Amount	\$200,000.00

Expenditure: EN-00452987

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901

Subaward No	A2-4
Subaward Amount	\$64,338.01
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	5/1/2022
Expenditure End	5/17/2022
Expenditure Amount	\$50,972.52

Expenditure: EN-00452984

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$158,216.61
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$62,944.20

Expenditure: EN-00452981

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$196,663.24
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	4/26/2022
Expenditure End	6/30/2022
Expenditure Amount	\$134,621.29

Expenditure: EN-00452978

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$889,713.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co

Expenditure Start	6/1/2022
Expenditure End	6/30/2022
Expenditure Amount	\$268,042.50

Expenditure: EN-00152457

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$889,713.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	2/4/2022
Expenditure End	2/4/2022
Expenditure Amount	\$362,355.84

Expenditure: EN-00551169

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0423096
Subaward No	A2-5
Subaward Amount	\$102,346.07
Subaward Type	Contract: Definitive Contract
Subrecipient Name	HIGH TECH SOLUTIONS-SYSTEMS GROUP, INC
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$102,346.07

Expenditure: EN-00550205

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345901
Subaward No	A2-4
Subaward Amount	\$64,338.01
Subaward Type	Contract: Definitive Contract
Subrecipient Name	AVI SYSTEMS, INC.
Expenditure Start	8/2/2022
Expenditure End	8/2/2022
Expenditure Amount	\$13,365.49

Expenditure: EN-00550204

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0126775
Subaward No	A2
Subaward Amount	\$889,713.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Epcon Sign Co
Expenditure Start	9/20/2022
Expenditure End	9/20/2022
Expenditure Amount	\$259,314.66

Expenditure: EN-00550203

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345875
Subaward No	A2-2
Subaward Amount	\$196,663.24
Subaward Type	Contract: Definitive Contract
Subrecipient Name	ACE ELECTRIC INC
Expenditure Start	7/26/2022
Expenditure End	8/23/2022
Expenditure Amount	\$62,041.95

Expenditure: EN-00550202

Project Name	Digital Screens / Public Address System
Subaward ID	SUB-0345881
Subaward No	A2-3
Subaward Amount	\$158,216.61
Subaward Type	Contract: Definitive Contract
Subrecipient Name	Tel Net Systems, Inc
Expenditure Start	9/6/2022
Expenditure End	9/20/2022
Expenditure Amount	\$95,272.41

Expenditure: EN-00152458

Project Name	Sanitation Devices
Subaward ID	SUB-0147488
Subaward No	A1

Subaward Amount	\$53,850.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	KART KLEEN LLC
Expenditure Start	10/8/2021
Expenditure End	10/8/2021
Expenditure Amount	\$53,850.00

Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-00453220

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$56,565.49
Total Period Obligation Amount	\$56,565.49

Expenditure: EN-00550212

Project Name	Metra Sewer, Water, & Power Infrastructure
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$13,750.03
Total Period Obligation Amount	\$13,750.03

Expenditure: EN-00453155

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$137,192.65
Total Period Obligation Amount	\$137,192.65

Expenditure: EN-00200993

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$39,714.04
Total Period Obligation Amount	\$39,714.04

Expenditure: EN-00550206

Project Name	Digital Screens / Public Address System
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$32,629.70
Total Period Obligation Amount	\$32,629.70

Payments To Individuals

Expenditure: EN-00453159

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$3,871.04
Total Period Obligation Amount	\$3,871.04

Expenditure: EN-00145246

Project Name	Equipment for Remote Education/Court
Total Period Expenditure Amount	\$12,101.33
Total Period Obligation Amount	\$12,101.33

Expenditure: EN-00149053

Project Name	Prevention in Congregate Settings
Total Period Expenditure Amount	\$4,609.00
Total Period Obligation Amount	\$4,609.00

Expenditure: EN-00145254

Project Name	Huntley Water & Sewer
Total Period Expenditure Amount	\$25,000.00
Total Period Obligation Amount	\$25,000.00

Expenditure: EN-00145477

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$15,936.06
Total Period Obligation Amount	\$15,936.06

Expenditure: EN-00551176

Project Name	Metra Sewer, Water, & Power Infrastructure
Total Period Expenditure Amount	\$44,401.00
Total Period Obligation Amount	\$44,401.00

Expenditure: EN-00453170

Project Name	County Attorney Personnel
Total Period Expenditure Amount	\$11,139.76
Total Period Obligation Amount	\$11,139.76

Expenditure: EN-00551171

Project Name	County Attorney Personnel
Total Period Expenditure Amount	\$17,539.81
Total Period Obligation Amount	\$17,539.81

Expenditure: EN-00453150

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$36,180.00
Total Period Obligation Amount	\$36,180.00

Expenditure: EN-00550198

Project Name	Lockwood TEDD
Total Period Expenditure Amount	\$15,613.00
Total Period Obligation Amount	\$15,613.00

Expenditure: EN-00453160

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$2,400.00
Total Period Obligation Amount	\$2,400.00

Expenditure: EN-00550207

Project Name	Indoor Air Quality upgrades
Total Period Expenditure Amount	\$15,080.00
Total Period Obligation Amount	\$15,080.00

Expenditure: EN-00023880

Project Name	Digital Screens / Public Address System
Total Period Expenditure Amount	\$41,831.35
Total Period Obligation Amount	\$41,831.35

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Metrapark infrastructure improvements includes parking lot restructuring for ADA access, public safety vehicle access, and to improve movement of traffic through the Metrapark parking lot in the event of emergencies, will be funded with a portion of the \$10 million allocation.

Overview

Total Obligations	\$3,360,960.39
Total Expenditures	\$3,360,960.39
Total Adopted Budget	\$30,160,305.64
Total Number of Projects	10
Total Number of Subawards	9
Total Number of Expenditures	35

Certification

Authorized Representative Name	JENNIFER JONES
Authorized Representative Telephone	
Authorized Representative Title	Assistant Finance Director
Authorized Representative Email	jjones@yellowstonecountymt.gov
Submission Date	10/7/2022 3:05 PM

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 10/18/2022

Title: Response to Audit Findings - October 7, 2022

Submitted By: Amy Mills

TOPIC:

September 16 - September 30 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT
September 16 to September 30, 2022

Date: 10/6/2022

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

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

Date	Employee Name	Department	Finding	
10/6/22	Caton, Wendy	Clerk of Court	OT rate s/b \$22.34 (longevity 9/1)	✓
10/6/22	Silvesan, Cody	Facilities	Comp time used s/b 4.75 @ \$26.05, updated accruals Dept.	✓
10/6/22	Nagel, Randy	Sheriff	Missing 1 hr overtime @\$29.35 Dept.	✓
10/6/22	Snyder, Tracy	YSC	Missing 8.75 hrs comp used on accrual summary	✓

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 10/18/2022

Title: MFPE Negotiation/Mediation Update

Submitted By: Erika Guy

TOPIC:

MFPE Negotiation/Mediation Update

BACKGROUND:

See Attachments

RECOMMENDED ACTION:

File

Attachments

MFPE Proposal

County Proposal

County Proposal to MFPE

MFPE Email 9/23/22

County Email Update 10-13-22

MFPE Proposal from mediation 10-11-22

<u>Name</u>	<u>Hire Date</u>	<u>Description</u>	<u>Proposed Rate</u> <u>as of 7-1-22</u>
GLUMBIK, TINA M	6/18/2019	ACCOUNTING ASSISTANT (D)	\$21.64
CINCLAIR, TAWNIA L	5/8/2017	ACCOUNTING ASSISTANT (D)	\$22.51
DEGELE, AUDREY L	10/27/2008	ACCOUNTING ASSISTANT (D)	\$26.38
MCKINNON, BRENDA L	9/21/1998	ACCOUNTING ASSISTANT (D)	\$32.15
HAYES, MICHELLE J	7/27/2021	RECORDS CLERK (C)	\$17.25
ANS, STEFANIE M	9/26/2018	RECORDS CLERK (C)	\$18.31
GROSS, RAEHELLE M	7/11/2016	RECORDS CLERK (C)	\$19.05
COLES WILEY, BEVERLY J	10/13/2015	RECORDS CLERK (C)	\$19.43
DOKKEN, KATHLEEN J	5/1/2013	RECORDS CLERK (C)	\$20.62
ROWSE, JUDY K	3/19/2007	RECORDS CLERK (C)	\$23.22
IDSTROM, LESLIE L	10/2/2006	ADMIN COORDINATOR (E)	\$25.14
JENSEN, TARA M	10/23/1998	ADMIN COORDINATOR (E)	\$29.46
HOWARD, LAWREACE L	5/18/2020	SECRETARY (B)	\$21.21
BUTLER, BRANDY L	1/5/2004	SENIOR SECRETARY (D)	\$29.12
TALLERICO, RONNI	10/1/2001	SENIOR SECRETARY (D)	\$30.30
LOMBARD, CAROL G	1/23/2017	ADMIN COORDINATOR (SHER)	\$21.46
STOKES, KRISTEN	6/24/2022	SHERIFF CLERK (C)	\$17.25
VOGEL, MARIE L	3/1/2022	SHERIFF CLERK (C)	\$17.25
MONTGOMERY, ELIZABETH A	7/30/2019	SHERIFF CLERK (C)	\$18.66
GASCON, TINA R	12/1/2015	SHERIFF CLERK (C)	\$19.43
KEITHLEY, CARISSA CRISTI	2/27/2012	SHERIFF CLERK (C)	\$21.03
O'DONNELL, JENNEFER	5/16/2022	ANIMAL CONTROL OFFICER (E)	\$20.58
GRANTHAM, THERESA	4/4/2022	VICTIM WITNESS COORDINAT	\$23.50
HAGEMAN, KAYLA D	11/22/2021	VICTIM WITNESS COORDINAT	\$23.50
JOHNSON, ERIN	7/5/2022	VICTIM WITNESS COORDINAT	\$23.50
VANDYKE, ALLISON	4/11/2022	VICTIM WITNESS COORDINAT	\$23.50
COSBY, CATHERINE R	3/6/2017	VICTIM WITNESS COORDINAT	\$25.95
SCHUSTER, TRACEY M	3/1/2017	VICTIM WITNESS COORDINAT	\$25.95
PETERSON, ALYSSA R	5/23/2016	VICTIM WITNESS COORDINAT	\$26.46
MYERS, DANIELLE N	5/11/2015	VICTIM WITNESS COORDINAT	\$26.99
REITZ, THERESA E	3/8/2004	BOARD CLERK (E)	\$24.64
HICKSON-AVANTS, JENNIFER J	7/2/2001	WARRANTS CLERK (C)	\$25.63
NIEDERS, SAMANTHA A	3/8/2022	CASHIER (B)	\$15.68
KIMMERLE, LAUREEN L	2/8/2016	CENTRAL SERVICES CLERK (B)	\$19.43
GIBBS, JILL J	5/16/2000	CIVIL CLERK (C)	\$26.67
BENTON, DYLAN C	1/10/2022	CIVIL PROCESS OFFICER (D/E)	\$18.48
HURLOCKER, RICHARD J	9/23/2019	CIVIL PROCESS OFFICER (D/E)	\$19.23
EGAN, PATRICK J	1/14/2002	CIVIL PROCESS OFFICER (D/E)	\$27.46
GIBBS, CURTIS E	7/6/1987	CIVIL PROCESS OFFICER (D/E)	\$29.72
YARLOTT, GAYLE M	6/2/2015	DETECTIVE ASSISTANT (C)	\$20.10
GANDY, JEANNIE	6/8/2022	DISTRICT COURT CLERK (C)	\$17.25
KINDSFATER, JORDAN E	9/13/2021	DISTRICT COURT CLERK (C)	\$17.25
MCKEEN, KATRINA L	1/28/2022	DISTRICT COURT CLERK (C)	\$17.25
ROZETT, JANNA L	5/24/2021	LEGAL ASSISTANT (E)	\$21.29
DUNCAN, RONDA M	6/3/2019	DISTRICT COURT CLERK (C)	\$18.31

<u>Name</u>	<u>Hire Date</u>	<u>Description</u>	<u>Proposed Rate</u> <u>as of 7-1-22</u>
GLUMBIK, TINA M	6/18/2019	ACCOUNTING ASSISTANT (D)	\$21.64
CINCLAIR, TAWNYA L	5/8/2017	ACCOUNTING ASSISTANT (D)	\$22.51
DEGELE, AUDREY L	10/27/2008	ACCOUNTING ASSISTANT (D)	\$26.38
MCKINNON, BRENDA L	9/21/1998	ACCOUNTING ASSISTANT (D)	\$32.15
HAYES, MICHELLE J	7/27/2021	RECORDS CLERK (C)	\$17.25
ANS, STEFANIE M	9/26/2018	RECORDS CLERK (C)	\$18.31
GROSS, RAEHELLE M	7/11/2016	RECORDS CLERK (C)	\$19.05
COLES WILEY, BEVERLY J	10/13/2015	RECORDS CLERK (C)	\$19.43
DOKKEN, KATHLEEN J	5/1/2013	RECORDS CLERK (C)	\$20.62
ROWSE, JUDY K	3/19/2007	RECORDS CLERK (C)	\$23.22
IDSTROM, LESLIE L	10/2/2006	ADMIN COORDINATOR (E)	\$25.14
JENSEN, TARA M	10/23/1998	ADMIN COORDINATOR (E)	\$29.46
HOWARD, LAWREACE L	5/18/2020	SECRETARY (B)	\$21.21
BUTLER, BRANDY L	1/5/2004	SENIOR SECRETARY (D)	\$29.12
TALLERICO, RONNI	10/1/2001	SENIOR SECRETARY (D)	\$30.30
LOMBARD, CAROL G	1/23/2017	ADMIN COORDINATOR (SHER)	\$21.46
STOKES, KRISTEN	6/24/2022	SHERIFF CLERK (C)	\$17.25
VOGEL, MARIE L	3/1/2022	SHERIFF CLERK (C)	\$17.25
MONTGOMERY, ELIZABETH A	7/30/2019	SHERIFF CLERK (C)	\$18.66
GASCON, TINA R	12/1/2015	SHERIFF CLERK (C)	\$19.43
KEITHLEY, CARISSA CRISTI	2/27/2012	SHERIFF CLERK (C)	\$21.03
O'DONNELL, JENNEFER	5/16/2022	ANIMAL CONTROL OFFICER (E)	\$20.58
GRANTHAM, THERESA	4/4/2022	VICTIM WITNESS COORDINAT	\$23.50
HAGEMAN, KAYLA D	11/22/2021	VICTIM WITNESS COORDINAT	\$23.50
JOHNSON, ERIN	7/5/2022	VICTIM WITNESS COORDINAT	\$23.50
VANDYKE, ALLISON	4/11/2022	VICTIM WITNESS COORDINAT	\$23.50
COSBY, CATHERINE R	3/6/2017	VICTIM WITNESS COORDINAT	\$25.95
SCHUSTER, TRACEY M	3/1/2017	VICTIM WITNESS COORDINAT	\$25.95
PETERSON, ALYSSA R	5/23/2016	VICTIM WITNESS COORDINAT	\$26.46
MYERS, DANIELLE N	5/11/2015	VICTIM WITNESS COORDINAT	\$26.99
REITZ, THERESA E	3/8/2004	BOARD CLERK (E)	\$24.64
HICKSON-AVANTS, JENNIFER J	7/2/2001	WARRANTS CLERK (C)	\$25.63
NIEDERS, SAMANTHA A	3/8/2022	CASHIER (B)	\$15.68
KIMMERLE, LAUREEN L	2/8/2016	CENTRAL SERVICES CLERK (B)	\$19.43
GIBBS, JILL J	5/16/2000	CIVIL CLERK (C)	\$26.67
BENTON, DYLAN C	1/10/2022	CIVIL PROCESS OFFICER (D/E)	\$18.48
HURLOCKER, RICHARD J	9/23/2019	CIVIL PROCESS OFFICER (D/E)	\$19.23
EGAN, PATRICK J	1/14/2002	CIVIL PROCESS OFFICER (D/E)	\$27.46
GIBBS, CURTIS E	7/6/1987	CIVIL PROCESS OFFICER (D/E)	\$29.72
YARLOTT, GAYLE M	6/2/2015	DETECTIVE ASSISTANT (C)	\$20.10
GANDY, JEANNIE	6/8/2022	DISTRICT COURT CLERK (C)	\$17.25
KINDSFATER, JORDAN E	9/13/2021	DISTRICT COURT CLERK (C)	\$17.25
MCKEEN, KATRINA L	1/28/2022	DISTRICT COURT CLERK (C)	\$17.25
ROZETT, JANNA L	5/24/2021	LEGAL ASSISTANT (E)	\$21.29
DUNCAN, RONDA M	6/3/2019	DISTRICT COURT CLERK (C)	\$18.31

MILLER, VALERIE LC	10/2/2017	DISTRICT COURT CLERK (C)	\$18.67
CIMMINO, NANCY D	3/23/2017	DISTRICT COURT CLERK (C)	\$19.05
MATTERN, DARREN M	1/4/2016	DISTRICT COURT CLERK (C)	\$19.43
ROBEY, EDWARD M	6/16/2014	DISTRICT COURT CLERK (C)	\$20.21
JONES, SUSAN M	10/12/1999	DISTRICT COURT CLERK (C)	\$26.67
CATON, WENDY S	9/1/1995	DISTRICT COURT CLERK (C)	\$28.87
ABRAHAMS, ANGELA H	9/4/2018	SENIOR DISTRICT COURT CLERK	\$21.64
OWENS, PAMELA K	11/19/2018	SENIOR DISTRICT COURT CLERK	\$21.64
WAHL, BERNADETTE R	3/16/2015	SENIOR DISTRICT COURT CLERK	\$23.42
JOKI, MIKELLE L	4/1/2013	SENIOR DISTRICT COURT CLERK	\$24.37
MILLER, KIM E	4/20/2015	EDUCATION ASSISTANT (E)	\$23.42
HERT, REBECCA J	11/10/2014	ELECTION ASSISTANT II (D)	\$23.42
MARKER, BARBARA A	2/11/2003	EVIDENCE COORDINATOR (C)	\$25.49
HARDT, CLARKE W	11/28/2016	FACILITIES ENGINEER (D/E)	\$21.68
LOTT, HAROLD C	9/14/2015	FACILITIES ENGINEER (D/E)	\$22.12
KIMMERLE, WILLIAM J	8/1/2014	FACILITIES ENGINEER (D/E)	\$22.56
CLAUS, MISTY	10/18/2021	JUSTICE COURT CLERK (C)	\$17.25
KUNTZ, ELLEN M	10/1/2021	JUSTICE COURT CLERK (C)	\$17.25
WILSON, JOSEPH	6/23/2022	JUSTICE COURT CLERK (C)	\$17.25
KEEHN, MATTHEW T	6/7/2021	JUSTICE COURT CLERK (C)	\$17.60
ECKLEY, DENISE L	6/12/2017	JUSTICE COURT CLERK (C)	\$19.05
LANGFORD, KELSEY R	8/2/2021	SENIOR JUSTICE COURT CLERK	\$20.39
LAW ENFORCEMENT			
MARTIN, THERESA A	11/18/1992	RECORDS CLERK (C)	\$30.63
BRITTON, HEATHER	9/4/2012	LEGAL ASSISTANT (E)	\$28.01
HERGENRIDER, BRITTNEY M	3/7/2022	LEGAL ASSISTANT (E)	\$19.68
MIARS, CAITLIN J	9/7/2021	LEGAL ASSISTANT (E)	\$19.68
ZELL, CARLY T	10/20/2021	LEGAL ASSISTANT (E)	\$19.68
MARAIS, ANN C	5/3/2021	LEGAL ASSISTANT (E)	\$20.48
CERKONEY, MARIAH	5/22/2019	LEGAL ASSISTANT (E)	\$20.88
HOPEWELL, KALA L	2/4/2019	LEGAL ASSISTANT (E)	\$20.88
NICHOLS, KAITLIN D	8/13/2018	LEGAL ASSISTANT (E)	\$20.88
CRAWFORD, WITNEY J	4/5/2016	LEGAL ASSISTANT (E)	\$22.16
MORNING GUN, MARILYN A	12/16/2013	LEGAL ASSISTANT (E)	\$23.06
RUSSELL, LISA J	2/20/2013	LEGAL ASSISTANT (E)	\$23.52
BENDER, BETHANY E	10/1/2003	LEGAL ASSISTANT (E)	\$28.11
BLAND, WENDY A	4/22/2002	LEGAL ASSISTANT (E)	\$29.24
HERNANDEZ, AMY L	11/6/2000	LEGAL ASSISTANT (E)	\$29.83
MARTIN-LEFTHAND, LESLEY M	6/15/1998	LEGAL ASSISTANT (E)	\$31.65
BRELAND, BEVERLY	5/9/2022	MOTOR VEHICLE CLERK (C)	\$17.25
HUTCHISON, TERESA	5/23/2022	MOTOR VEHICLE CLERK (C)	\$17.25
KUBESH, NANCY J	2/1/2022	MOTOR VEHICLE CLERK (C)	\$17.25
LEWIS-WALKER, DARBY J	3/17/2022	MOTOR VEHICLE CLERK (C)	\$17.25
BRYAN, JENNIFER LEE	2/16/2021	MOTOR VEHICLE CLERK (C)	\$17.60
BRYANT, PATRICIA J	6/3/2021	MOTOR VEHICLE CLERK (C)	\$17.60
YOUNG, LAUREL J	2/23/2021	MOTOR VEHICLE CLERK (C)	\$17.60
DENNY, AILEEN M	6/9/2020	MOTOR VEHICLE CLERK (C)	\$17.95

SLAUGH, ANDREA J	6/16/2020 MOTOR VEHICLE CLERK (C)	\$17.95
CHRISTOFERSON, STACY M	9/5/2018 MOTOR VEHICLE CLERK (C)	\$18.31
GILBERTSON, DANETTE J	6/3/2019 MOTOR VEHICLE CLERK (C)	\$18.31
DUNCAN, CHRISTINA M	7/2/2012 MOTOR VEHICLE CLERK (C)	\$20.62
VOGEL, DENISE J	4/30/2012 MOTOR VEHICLE CLERK (C)	\$21.03
MARSICH, VERONICA M	9/20/2010 MOTOR VEHICLE CLERK (C)	\$21.45
THIEL, JUDITH A	5/1/2006 MOTOR VEHICLE CLERK (C)	\$23.68
BELDEN, JACKIE A	10/4/1993 MOTOR VEHICLE CLERK (C)	\$30.03
ERETH, LISA R	11/21/2016 PRETRIAL RISK COORDINATOR	\$27.05
WILKE, MALISSA	9/16/2022 SHERIFF CLERK (C)	\$17.25
HANZLIK, CHESSA	9/6/2022 SHERIFF CLERK (C)	\$17.25
TUENGEL, MELISSA	9/21/2022 MOTOR VEHICLE CLERK (C)	\$17.25
RUTHERFORD, LAURYN	8/26/2022 JUSTICE COURT CLERK (C)	\$17.25
SWANNER, KYLLISHA	9/14/2022 JUSTICE COURT CLERK (C)	\$17.25
YATCH, MADISSON	8/8/2022 SENIOR SECRETARY (D)	\$20.39
ARTHURN, ERICK	7/22/2022 TAX SPECIALIST	\$19.03
PETERSON, KELSIE	6/27/2022 JUSTICE COURT CLERK (C)	\$17.25
chamBERLAIN, Lena	8/1/2022 DISTRICT COURT CLERK (C)	\$17.25

**Yellowstone County Proposal to MFPE
October 11, 2022**

This bundled offer is good until 12:00 PM on October 14, 2022, and Yellowstone County asks that MFPE would vote this offer. If not, Yellowstone County will support Mr. Dompier's previous request for fact finding.

Yellowstone County reserves the right to add to, modify or delete from the proposals during the course of negotiations. The Board of County Commissioners must approve offers and proposals as well as the final CBA. Any errors or omissions in spreadsheets or language will be corrected to Yellowstone County's intent.

MFPE will withdraw biweekly payroll and based on Joe Dompier's representation that upon accepting an agreement the ULP will be withdrawn.

Previous TA's apply.

Five-year Contract

**AGREEMENT BETWEEN
YELLOWSTONE COUNTY, MONTANA
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES
REPRESENTING THE YELLOWSTONE COUNTY
COURT HOUSE EMPLOYEES
July 1, 2022, to June 30, 2027**

Section 2. Management Rights

Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

Proposed Language by Yellowstone County added to the bottom of Section 2.

The Union expressly recognizes the Employer retains full and exclusive authority for the management of its operation unless otherwise limited by this bargaining Agreement and that the statutory Management-rights language is clear and unmistakable. Management maintains the right to hire new employees within the designated range as stated on the Yellowstone County Yearly Salary Schedule.

The elected official, department head or their authorized designee shall prepare a salary memorandum draft for new employees hired above the midpoint of the pay grade for the fiscal year in which the new employee is proposed to be hired. This draft will be provided to the current local MFPE president before being provided to the new hire. The president will have two business days upon receipt of the memorandum draft to provide written input or suggestion to the elected official, department head or their authorized designee regarding the proposed salary.

ARTICLE 6 - COMPENSATION AND CLASSIFICATION

- **FY23 adjustment year (see Addendum A attached)**
- **FY24 – 3% increase on base wage**
- **FY25 – 3% increase on base wage**
- **FY26 - 3% increase on base wage**
- **FY27- 4.5% increase on base wage**
- **Employees whose base pay exceeds the maximum of their pay grade after receiving the raise above will receive a lump sum payment for the amount over maximum in the following January. Employees must be employed through December 31st to be eligible for the lump sum payment.**
- **Retro Active Pay to July 1, 2022 - employee will be paid hourly difference in raise from July 1, 2022, or to hire date if hire date occurs after July 1, 2022. Retro active pay does not include the difference created by overtime, holiday or shift differential pay since July 1, 2022. A spreadsheet for retro active pay will be provided for both parties agreement.**

Section 1. Maximum Pay Grade

Employees in the bargaining unit shall be classified and compensated in accordance with-the approved salary schedule (**Addendum B for FY23**) and by reference made a part of this Agreement. Employees cannot exceed the maximum of the pay grade. Those who would exceed the maximum of the grade by the annual adjustment in July will receive a lump sum for the difference the following January. The Yellowstone County Salary Ranges will be used.

Section 4. Higher Classification Pay

In cases where individuals paid according to the Salary Schedule are given written directive from Management to temporarily work in **a vacant or unoccupied position or filling in during vacation or sick leave in** a higher classification or supervisory position covered by this agreement in excess of two (2) consecutive full days, the Employee shall receive 5% increase in pay for the days worked in the higher classification, this does not include sick and or vacation leave time.

ARTICLE 12 – DISCIPLINE

Yellowstone County proposes to add the following language

Step 1:

If an Employee files a formal grievance, the Employee in concurrence with the Federation/Union shall state the grievance in writing within fifteen (15) days of the origin of the occurrence and shall submit the statement to the Dept. Head or Elected Official. The term days herein shall mean working days. This statement shall contain the following:

- 1) The Employee's name;
- 2) A statement of the nature of the grievance and provision of CBA allegedly violated. **The County will withdraw provision language.**
- 3) A proposed solution to the grievance;
- 4) The Employee's and/or Federation/Union Representative's signature; and date.

The Dept. Head or Elected Official shall have fifteen (15) days to respond to the grievant in writing

Yellowstone County Proposal October :

6/30/2022

Years of

Service as of

June

30,2022

Description	Name	Hire Date	
MOTOR VEHICLE CLERK (C)	FREEMAN, JOSHUA S	8/1/2022	0
MOTOR VEHICLE CLERK (C)	TUENGEL, MELISSA	9/21/2022	0
SHERIFF CLERK (C)	WILKE, MALISSA	9/16/2022	0
SHERIFF CLERK (C)	HANZLIK, CHESSA	9/6/2022	0
DISTRICT COURT CLERK (C)	CHAMBERLAIN, LENA N 3 year exp	8/1/2022	0
JUSTICE COURT CLERK (C)	RUTHERFORD, LAURYN	8/26/2022	0
JUSTICE COURT CLERK (C)	SWANNER, KYLLISHA	9/14/2022	0
CASHIER (B/C)	NIEDERS, SAMANTHA	3/8/2022	0
DISTRICT COURT CLERK (C)	PETERSON, KELSIE	6/27/2022	0
DISTRICT COURT CLERK (C)	GANDY, JEANNIE	6/8/2022	0
DISTRICT COURT CLERK (C)	MCKEEN, KATRINA	1/28/2022	0
DISTRICT COURT CLERK (C)	KINDSFATER, JORDAN	9/13/2021	0
JUSTICE COURT CLERK (C)	WILSON, JOSEPH	6/23/2022	0
JUSTICE COURT CLERK (C)	CLAUS, MISTY	10/18/2021	0
JUSTICE COURT CLERK (C)	KUNTZ, ELLEN (PT .60)	10/1/2021	0
MOTOR VEHICLE CLERK (C)	HUTCHISON, TERESA	5/23/2022	0
MOTOR VEHICLE CLERK (C)	BRELAND, BEVERLY	5/9/2022	0
MOTOR VEHICLE CLERK (C)	LEWIS-WALKER, DARBY	3/17/2022	0
MOTOR VEHICLE CLERK (C)	KUBESH, NANCY JO	2/1/2022	0
RECORDS CLERK (C)	HAYES, MICHELLE J	7/27/2021	0
SHERIFF CLERK (C)	STOKES, KRISTEN	6/24/2022	0
SHERIFF CLERK (C)	VOGEL, MARIE	3/1/2022	0
JUSTICE COURT CLERK (C)	KEEHN, MATTHEW	6/7/2021	1
MOTOR VEHICLE CLERK (C)	BRYANT, PATRICIA	6/4/2021	1
MOTOR VEHICLE CLERK (C)	YOUNG, LAUREL	2/23/2021	1
MOTOR VEHICLE CLERK (C)	BRYAN, JENNIFER	2/16/2021	1
MOTOR VEHICLE CLERK (C)	SLAUGH, ANDREA	6/16/2020	2
MOTOR VEHICLE CLERK (C)	DENNY, AILEEN	6/9/2020	2
SECRETARY (C)	HOWARD, LAWREACE (PT .50)	5/18/2020	2
SHERIFF CLERK (C)	MONTGOMERY, ELIZABETH A	7/30/2019	2
DISTRICT COURT CLERK (C)	DUNCAN, RONDA M	6/3/2019	3
DISTRICT COURT CLERK (C)	KIGHTLINGER, GRACE B	10/15/2018	3
MOTOR VEHICLE CLERK (C)	GILBERTSON, DANETTE J	6/3/2019	3
MOTOR VEHICLE CLERK (C)	CHRISTOFERSON, STACY M	9/5/2018	3
RECORDS CLERK (C)	ANS, STEFANIE M	9/26/2018	3
DISTRICT COURT CLERK (C)	MILLER, VALERIE LC	10/2/2017	4

DISTRICT COURT CLERK (C)	CIMMINO, NANCY D	3/23/2017	5
JUSTICE COURT CLERK (C)	ECKLEY, DENISE L	6/12/2017	5
RECORDS CLERK (C)	GROSS, RAEHELLE M	7/11/2016	5
CENTRAL SERVICES CLERK (C)	KIMMERLE, LAUREEN L	2/8/2016	6
DISTRICT COURT CLERK (C)	MATTERN, DARREN M	1/4/2016	6
RECORDS CLERK (C)	COLES WILEY, BEVERLY J	10/13/2015	6
SHERIFF CLERK (C)	GASCON, TINA R	12/1/2015	6
DETECTIVE ASSISTANT (C)	YARLOTT, GAYLE M	6/2/2015	7
DISTRICT COURT CLERK (C)	ROBEY, EDWARD M	6/16/2014	8
RECORDS CLERK (C)	DOKKEN, KATHLEEN J	5/1/2013	9
MOTOR VEHICLE CLERK (C)	DUNCAN, CHRISTINA M	7/2/2012	10
MOTOR VEHICLE CLERK (C)	VOGEL, DENISE J	4/30/2012	10
SHERIFF CLERK (C)	KEITHLEY, CARISSA CRISTI	2/27/2012	10
MOTOR VEHICLE CLERK (C)	MARSICH, VERONICA M	9/20/2010	11
RECORDS CLERK (C)	ROWSE, JUDY K	3/19/2007	15
MOTOR VEHICLE CLERK (C)	THIEL, JUDITH A	5/1/2006	16
EVIDENCE COORDINATOR (C)	MARKER, BARBARA A	2/11/2003	19
WARRANTS CLERK (C)	HICKSON-AVANTS, JENNIFER J	7/2/2001	21
CIVIL CLERK (C)	GIBBS, JILL J	5/16/2000	22
DISTRICT COURT CLERK (C)	JONES, SUSAN M	10/12/1999	22
DISTRICT COURT CLERK (C)	CATON, WENDY S	9/1/1995	26
MOTOR VEHICLE CLERK (C)	BELDEN, JACKIE A	10/4/1993	28
LAW ENFORCEMENT RECORDS CLERK (C)	MARTIN, THERESA A	11/18/1992	29
HEAD CASHIER (D)	GUEST, JULIE M	8/8/2022	0
SENIOR SECRETARY (D)	YATCH, MADISSON M	8/8/2022	0
TAX SPECIALIST ASSISTANT (D)	ARTHUN, ERICK M	7/22/2022	0
SENIOR JUSTICE COURT CLERK (D)	LANGFORD, KELSEY	8/2/2021	0
SENIOR JUSTICE COURT CLERK (D)	GRIM (PHILLIPS), WHITNEY	7/9/2019	2
ACCOUNTING ASSISTANT (D)	GLUMBIK, TINA M	6/18/2019	3
SENIOR DISTRICT COURT CLERK (D)	OWENS, PAMELA K	11/19/2018	3
SENIOR DISTRICT COURT CLERK (D)	ABRAHAMS, ANGELA H	9/4/2018	3
ACCOUNTING ASSISTANT (D)	CINCLAIR, TAWNYA L	5/8/2017	5
ELECTION ASSISTANT II (D)	HERT, REBECCA J	11/10/2014	7

SENIOR DISTRICT COURT CLERK (D)	WAHL, BERNADETTE R	3/16/2015	7
SENIOR DISTRICT COURT CLERK (D)	JOKI, MIKELLE L	4/1/2013	9
ACCOUNTING ASSISTANT (D)	DEGELE, AUDREY L	10/27/2008	13
SENIOR SECRETARY (D)	BUTLER, BRANDY L (PT .75)	1/5/2004	18
SENIOR SECRETARY (D)	TALLERICO, RONNI	10/1/2001	20
ACCOUNTING ASSISTANT (D)	MCKINNON, BRENDA L	9/21/1998	23
ANIMAL CONTROL OFFICER (E)	O'DONNELL, JENNEFER	5/16/2022	0
CIVIL PROCESS OFFICER (D/E)	BENTON, DYLAN	1/10/2022	0
LEGAL ASSISTANT (E)	HERGENRIDER, BRITTNEY	3/7/2022	0
LEGAL ASSISTANT (E)	ZELL, CARLY	10/20/2021	0
LEGAL ASSISTANT (E)	MIARS, CAITLIN	9/7/2021	0
LEGAL ASSISTANT (E)	ROZETT, JANNA	5/24/2021	1
LEGAL ASSISTANT (E)	FOUHY, JENNIFER	2/18/2021	1
CIVIL PROCESS OFFICER (D/E)	HURLOCKER, RICHARD J	9/23/2019	2
LEGAL ASSISTANT (E)	MARAIS, ANNIE previous service	5/1/2021	3
LEGAL ASSISTANT (E)	CERKONEY, MARIAH	5/22/2019	3
LEGAL ASSISTANT (E)	HOPEWELL, KALA L	2/4/2019	3
LEGAL ASSISTANT (E)	NICHOLS, KAITLIN D	8/13/2018	3
ADMIN COORDINATOR (SHERIFF) (E)	LOMBARD, CAROL G	1/23/2017	5
FACILITIES ENGINEER (D/E)	HARDT, CLARKE W	11/28/2016	5
FACILITIES ENGINEER (D/E)	LOTT, HAROLD C	9/14/2015	6
LEGAL ASSISTANT (E)	CRAWFORD, WITNEY J	4/5/2016	6
EDUCATION ASSISTANT (E)	MILLER, KIM E (PT .66)	4/20/2015	7
FACILITIES ENGINEER (D/E)	KIMMERLE, WILLIAM J	8/1/2014	7
LEGAL ASSISTANT (E)	MORNING GUN, MARILYN A	12/16/2013	8
LEGAL ASSISTANT (E)	RUSSELL, LISA J	2/20/2013	9
LEGAL ASSISTANT (E)	BRITTON, HEATHER	9/4/2012	9
ADMIN COORDINATOR (E)	IDSTROM, LESLIE L	10/2/2006	15
BOARD CLERK (E)	REITZ, THERESA E	3/8/2004	18
LEGAL ASSISTANT (E)	BENDER, BETHANY E	10/1/2003	18
CIVIL PROCESS OFFICER (D/E)	EGAN, PATRICK J	1/14/2002	20
LEGAL ASSISTANT (E)	BLAND, WENDY A	4/22/2002	20
LEGAL ASSISTANT (E)	HERNANDEZ, AMY L	11/6/2000	21
ADMINISTRATIVE COORDINATOR (E)	JENSEN, TARA M	10/23/1998	23
LEGAL ASSISTANT (E)	MARTIN-LEFTHAND, LESLEY M	6/15/1998	24

CIVIL PROCESS OFFICER (D/E)	GIBBS, CURTIS E	7/6/1987	35
VICTIM WITNESS COORDINATOR (F)	JOHNSON, ERIN	7/5/2022	0
VICTIM WITNESS COORDINATOR (F)	VANDYKE, ALLISON	4/11/2022	0
VICTIM WITNESS COORDINATOR (F)	GRANTHAM, THERESA	4/4/2022	0
VICTIM WITNESS COORDINATOR (F)	HAGEMAN, KAYLA	11/22/2021	0
VICTIM WITNESS COORDINATOR (F)	COSBY, CATHERINE	3/16/2017	5
VICTIM WITNESS COORDINATOR (F)	SCHUSTER, TRACEY M	3/1/2017	5
VICTIM WITNESS COORDINATOR (F)	PETERSON, ALYSSA R	5/23/2016	6
VICTIM WITNESS COORDINATOR (F)	MYERS, DANIELLE N	5/11/2015	7
PRETRIAL RISK COORDINATOR (G)	ERETH, LISA R	11/21/2016	5

11, 2022 Addendum A

FY22 rate	Proposed Raise	Annual Raise	New FY23 Rate not including longevity	FY23 Longevity	Total Compensation
\$15.27			\$15.27		\$31,761.60
			\$15.27		
			\$15.27		\$31,761.60
			\$15.27		\$31,761.60
			\$16.52		\$34,361.60
			\$15.27		\$31,761.60
			\$15.27		\$31,761.60
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$13.82	\$3.18	\$6,614.40	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$15.54	\$1.46	\$3,036.80	\$17.00		\$35,360.00
\$14.09	\$2.91	\$6,052.80	\$17.00		\$35,360.00
\$14.09	\$2.91	\$6,052.80	\$17.00		\$35,360.00
\$14.09	\$2.91	\$6,052.80	\$17.00		\$35,360.00
\$14.09	\$2.91	\$6,052.80	\$17.00		\$35,360.00
\$14.30	\$2.95	\$6,136.00	\$17.25		\$35,880.00
\$14.30	\$2.95	\$6,136.00	\$17.25		\$35,880.00
\$14.30	\$2.95	\$6,136.00	\$17.25		\$35,880.00
\$14.30	\$2.95	\$6,136.00	\$17.25		\$35,880.00
\$14.88	\$2.62	\$5,449.60	\$17.50		\$36,400.00
\$14.88	\$2.62	\$5,449.60	\$17.50		\$36,400.00
\$14.88	\$2.62	\$5,449.60	\$17.50		\$36,400.00
\$14.88	\$2.62	\$5,449.60	\$17.50		\$36,400.00
\$14.88	\$2.62	\$5,449.60	\$17.50		\$36,400.00
\$15.23	\$2.44	\$5,075.20	\$17.67	\$500.00	\$37,253.60

	\$0.00	\$0.00			
\$15.92	\$2.10	\$4,368.00	\$18.02	\$600.00	\$38,081.60
\$15.92	\$2.10	\$4,368.00	\$18.02	\$500.00	\$37,981.60
\$15.92	\$2.10	\$4,368.00	\$18.02	\$600.00	\$38,081.60
\$16.33	\$2.05	\$4,264.00	\$18.38	\$700.00	\$38,930.40
\$16.69	\$1.69	\$3,515.20	\$18.38	\$700.00	\$38,930.40
\$16.69	\$1.69	\$3,515.20	\$18.38	\$700.00	\$38,930.40
\$16.69	\$1.69	\$3,515.20	\$18.38	\$700.00	\$38,930.40
\$16.82	\$1.93	\$4,014.40	\$18.75	\$700.00	\$39,700.00
\$16.85	\$2.28	\$4,742.40	\$19.13	\$800.00	\$40,590.40
\$16.92	\$2.59	\$5,387.20	\$19.51	\$1,000.00	\$41,580.80
\$16.92	\$2.59	\$5,387.20	\$19.51	\$1,000.00	\$41,580.80
\$16.92	\$2.98	\$6,198.40	\$19.90	\$1,100.00	\$42,492.00
\$16.92	\$2.98	\$6,198.40	\$19.90	\$1,100.00	\$42,492.00
\$17.06	\$3.24	\$6,739.20	\$20.30	\$1,200.00	\$43,424.00
\$17.75	\$2.95	\$6,136.00	\$20.70	\$1,600.00	\$44,656.00
\$17.78	\$2.92	\$6,073.60	\$20.70	\$1,700.00	\$44,756.00
\$18.08	\$2.62	\$5,449.60	\$20.70	\$2,000.00	\$45,056.00
\$18.33	\$2.40	\$4,992.00	\$20.73	\$2,100.00	\$45,218.40
\$18.77	\$1.96	\$4,076.80	\$20.73	\$2,300.00	\$45,418.40
\$20.73	\$0.83	\$1,726.40	\$21.56	\$2,300.00	\$47,144.80
\$20.73	\$0.83	\$1,726.40	\$21.56	\$2,700.00	\$47,544.80
\$20.44	\$1.12	\$2,329.60	\$21.56	\$2,900.00	\$47,744.80
\$20.11	\$1.45	\$3,016.00	\$21.56	\$3,000.00	\$47,844.80
			\$17.40		\$36,192.00
			\$17.40		\$36,192.00
			\$17.40		\$36,192.00
\$15.75	\$2.80	\$5,824.00	\$18.55		\$38,584.00
\$15.75	\$3.17	\$6,593.60	\$18.92		\$39,353.60
\$16.67	\$2.63	\$5,470.40	\$19.30		\$40,144.00
\$16.37	\$2.93	\$6,094.40	\$19.30		\$40,144.00
\$16.37	\$2.93	\$6,094.40	\$19.30		\$40,144.00
\$17.51	\$2.57	\$5,345.60	\$20.08	\$600.00	\$42,366.40
\$18.26	\$2.63	\$5,470.40	\$20.89	\$800.00	\$44,251.20

\$19.38	\$1.51	\$3,140.80	\$20.89	\$800.00	\$44,251.20
\$19.55	\$2.18	\$4,534.40	\$21.73	\$1,000.00	\$46,198.40
		\$0.00			
\$19.00	\$3.51	\$7,300.80	\$22.51	\$1,400.00	\$48,220.80
\$20.31	\$3.31	\$6,884.80	\$23.62	\$1,425.00	\$50,554.60
\$21.35	\$2.38	\$4,950.40	\$23.73	\$2,100.00	\$51,458.40
\$22.08	\$1.77	\$3,681.60	\$23.85	\$2,400.00	\$52,008.00
\$20.58	\$0.97	\$2,017.60	\$21.55		\$44,824.00
\$18.30	\$3.25	\$6,760.00	\$21.55		\$44,824.00
\$18.30	\$3.25	\$6,760.00	\$21.55		\$44,824.00
\$18.30	\$3.25	\$6,760.00	\$21.55		\$44,824.00
\$18.30	\$3.25	\$6,760.00	\$21.55		\$44,824.00
\$18.30	\$3.25	\$6,763.52	\$21.55		\$44,824.00
\$18.67	\$2.88	\$5,990.40	\$21.55		\$44,824.00
\$18.67	\$3.31	\$6,884.80	\$21.98		\$45,718.40
\$20.22	\$2.20	\$4,576.00	\$22.42		\$46,633.60
\$19.27	\$3.15	\$6,552.00	\$22.42		\$46,633.60
\$19.27	\$3.15	\$6,552.00	\$22.42		\$46,633.60
\$19.27	\$3.15	\$6,552.00	\$22.42		\$46,633.60
\$21.32	\$2.01	\$4,180.80	\$23.33	\$600.00	\$49,126.40
\$19.92	\$3.41	\$7,092.80	\$23.33	\$600.00	\$49,126.40
\$20.36	\$3.43	\$7,134.40	\$23.79	\$700.00	\$50,183.20
\$20.36	\$3.43	\$7,134.40	\$23.79	\$700.00	\$50,183.20
\$20.61	\$3.66	\$7,612.80	\$24.27	\$528.00	\$51,009.60
\$20.61	\$3.66	\$7,612.80	\$24.27	\$800.00	\$51,281.60
\$19.87	\$4.88	\$10,150.40	\$24.75	\$900.00	\$52,380.00
\$20.68	\$4.57	\$9,505.60	\$25.25	\$1,000.00	\$53,520.00
\$20.46	\$4.79	\$9,963.20	\$25.25	\$1,000.00	\$53,520.00
\$22.22	\$4.28	\$8,902.40	\$26.50	\$1,600.00	\$56,720.00
\$24.36	\$2.39	\$4,971.20	\$26.75	\$1,900.00	\$57,540.00
\$23.09	\$3.66	\$7,612.80	\$26.75	\$1,900.00	\$57,540.00
\$22.83	\$4.17	\$8,673.60	\$27.00	\$2,100.00	\$58,260.00
\$23.39	\$3.61	\$7,508.80	\$27.00	\$2,100.00	\$58,260.00
\$23.75	\$3.50	\$7,280.00	\$27.25	\$2,200.00	\$58,880.00
\$23.71	\$3.79	\$7,883.20	\$27.50	\$2,400.00	\$59,600.00
\$24.33	\$3.17	\$6,593.60	\$27.50	\$2,400.00	\$59,600.00

\$25.87	\$1.88	\$3,910.40	\$27.75	\$3,500.00	\$61,220.00
			\$22.40		\$46,592.00
\$22.10	\$1.41	\$2,932.80	\$23.51		\$48,900.80
\$20.09	\$3.42	\$7,113.60	\$23.51		\$48,900.80
\$20.09	\$3.42	\$7,113.60	\$23.51		\$48,900.80
\$21.91	\$3.54	\$7,363.20	\$25.45	\$600.00	\$53,536.00
\$21.68	\$3.77	\$7,841.60	\$25.45	\$600.00	\$53,536.00
\$22.20	\$3.76	\$7,820.80	\$25.96	\$700.00	\$54,696.80
\$22.30	\$4.18	\$8,694.40	\$26.48	\$800.00	\$55,878.40
\$26.79	\$1.41	\$2,932.80	\$28.20	\$600.00	\$59,256.00

Erika Guy

From: Joe Dompier <jdompier@mfpe.org>
Sent: Tuesday, August 23, 2022 9:02 PM
To: Dwight Vigness; Hallfrisch, Max
Cc: BOCC; Katie Cosby; Christina Duncan (mt.gov); Angela Abrahams; Ellen Kuntz; Jennifer Hickson; Jennifer Jones; John Ostlund; Scott Twito; Sheila DeVries
Subject: Yellowstone County MFPE Proposal
Attachments: Yellowstone County MFPE Proposal 8.24.22.docx; Package Proposal spreadsheet and step grid 8.22.2022 (004).xlsx

Max and Dwight,

I have attached MFPE's packaged proposal to Yellowstone County.

The team has managed to find agreement with the majority of the County's proposals including wages.

However, we do believe we have identified some minor errors within the spread sheet around years of service calculation.

If you have any questions, please feel free to get ahold of me.

Joseph Dompier, Field Consultant
MFPE South Central Regional Service Area
510 North 29th Street
Billings, MT 59101
Office: 1-800-398-0829 • 406-248-9820
Cell: 406-670-0134
Email: jdompier@mfpe.org

Erika Guy

From: Dwight Vigness
Sent: Thursday, October 13, 2022 4:17 PM
To: Robyn Schierholt; Angeline Fox; Linnea Forseth; Christina Bennett; Becky Jolliff; Amy Tolzien; BOCC; Christopher Morris; Clay Moore; Cody Reitz; David Carter; Jason Valdez; Jeana Lervick; Jeanne M. Walker; Jeff Martin; Jeff Slavick; Jennifer Jones; Kevan Bryan; Lesley Sanchez; Melissa Williams; Mike Linder; Mike Powell; Mike Schieno; Piper Federico (mt.gov); Roni Baker; Sam Bofto; Scott Turner; Scott Twito; Sherry Long; Terry Halpin; Tim Goodridge; Tim Kaczmarek; Tim Miller; Val Weber; Amy Mills; Charri Victory; Kasey Hazen; LynnDee Schmidt; Sheila DeVries; Charri Victory; Amy Mills
Cc: BOCC
Subject: MFPE Negotiation/Mediation update
Attachments: Yellowstone County MFPE Proposal ; MFPE PROPOSAL FROM MEDIATION 10-11-2022.pdf; Proposal from Yellowstone County 10.11.22.docx; YC Proposal to MFPE Oct 11.2022.xlsx

Yellowstone County negotiation team (County) attended continued mediation on October 11, 2022. The mediation format had the mediator go back and forth between the County and the MFPE to discuss proposals and issues related to getting a contract finalized.

On August 23, 2022, Mr. Dompier, MFPE Field Consultant responded to the then most recent Yellowstone County proposal by stating *"The team has managed to find agreement with the majority of the County's proposals including wages. However, we do believe we have identified some minor errors within the spread sheet around years of service calculation."* (email attached)

Based on Mr. Dompier's representation the County was optimistic going into mediation on the 11th. The County also felt the mediator believed that we were close to agreements.

The County started the mediation session October 11 believing that that the mediator could facilitate discovering the minor errors that Mr. Dompier mentioned regarding the County's spreadsheet and we all could get closer to a tentative agreement. During the mediation the County never received an answer on the minor errors in the proposal.

Instead, MFPE apparently removed the mediator from their conference space and after several hours provided the mediator a spreadsheet to provide to the County. The spreadsheet contained a salary proposal that was similar/identical to their salary proposal from July 13. The MFPE proposal is attached for review. The proposal contained no written explanation and, in particular, does not address the number of years of the proposed contract, does not indicate raises in any subsequent years, and does not discuss whether it includes longevity, which had been a repeated negotiation issue. It was just a spreadsheet with an hourly rate attached for the first year for each employee.

The mediator did inform the County that MFPE would provide two options for the County. Option 1: if the County changes its pay period structure from twice a month to biweekly and the County gives up management rights in the hiring process (an issue currently being addressed by legal channels), then MFPE will accept the County's current compensation package offer (the "error" issue was still never resolved nor addressed by MFPE during the session). Or Option 2: if Yellowstone County will not change pay periods and does not give up the management hiring rights then MFPE demands their increased compensation package (the spreadsheet). The mediator did state that MFPE would accept the proposed percentage raises in the following years as well. It was unclear what to do about retroactive pay and longevity.

The mediator also told the County that on Friday, October 14, 2022, there will be a concerted or collective action taken by MFPE. The County is unsure about the meaning of "concerted or collective action."

Attached is the County's written proposal and salary addendum.

Prior to the October mediation session there was a media report that included comments by Amanda Curtis, head of the MFPE. In comments to Q2 news Ms. Curtis stated, *"For an employer to just bring in a new hire at 2,3,6 10 dollars more an hour than someone who's been working here for six years or for 16 or 26 years is a conversation that needs to be had between labor and management"*.

Q2 ran a correction online October 6th. *Editor's Note (Oct. 6): Dwight Vigness, the human resources director for Yellowstone County, disputes the union's claim that new hires are being offered higher wages than employees who have been on the job for at least six years. MTN has asked the Montana Federation of Public Employees to provide documentation supporting Curtis' claim, but at this point it has not been provided.)*

In summary the County thought when Mr. Dompier stated that MFPE found agreement with the majority of the County's proposals including wages that collectively we were moving closer to an agreement, but now with MFPE going back to their July proposal, time will tell. The County has tried for quite some time to get the hard-working employees their overdue raises, of which in the most recent proposal averages a \$5,700 per employee dollar increase for year one with the highest one year increase over \$10,000. The County hopes the union will share the County's most recent offer to employees.

MFPE and the County did agree to continue mediation, the next mediation session is set for October 24. Previously MFPE had requested fact finding and the County plans to request fact finding in the near future. Yellowstone County negotiation team members include Commissioner John Ostlund, County Attorney Scott Twito, Assistant Finance Director Jen Jones, Law Enforcement Records Supervisor Sheila DeVries and HR Director Dwight Vigness.



Attention to new email below

Dwight Vigness, SPHR
Human Resource Director
PO Box 35041
Billings, MT 59107



E-Mail Address: dvigness@yellowstonecountymt.gov
Phone: (406) 256-2705 (main office number)
Fax: (406) 254-7908

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