

February 17, 2020 - February 23, 2020

February 2020						
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March 2020						
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Monday, February 17

President's Day - County Office Closed - Fogerty, Bonnie

Tuesday, February 18

- 9:00am - 11:00am Planning Board Meeting** (Commission Chambers) - Fogerty, Bonnie
- 10:00am - 11:00am Department of Technology Updates - All** (Tax Appeal Room #116) - Fogerty, Bonnie ☺
- 12:00pm - 1:30pm lunch with Bonnie D. - Jane** (TBD) - Weber, Jane

Wednesday, February 19

- 8:00am - 10:00am GFDA Executive Committee Meeting** - Joe (2nd Floor Boardroom) - Briggs, Joe ☺ ☺
- 10:00am - 11:00am Copy: 2020 Complete Count Committee** - Jim -
- 11:45am - 1:15pm Lunch with Mary Willmarth** - Jane (OOO) - Weber, Jane
- 1:00pm - 2:00pm Monthly RAC Conference Call** (1-888-757-2790; 299194) - Arthur Scott ☺
- 2:00pm - 3:00pm Work Session - All** (Commission Chambers) - Fogerty, Bonnie ☺
- 3:00pm - 5:00pm Opportunity Inc. Board Meeting** - Jim (Opportunity Inc. Office) - Fogerty, Bonnie ☺
- 5:30pm - 7:00pm MT Expo Park Plan Preview - All** (Paddock) - Weber, Jane

Thursday, February 20

- 10:00am - 11:30am Senior Center Board Meeting** - Jim (Senior Center) - Fogerty, Bonnie ☺
- 10:30am - 12:00pm Mental Health Crisis Steering Committee meeting** - Joe (Center 4 mental Health) - Briggs, Joe ☺
- 2:00pm - 3:00pm Western Region NACO Conference** (Joe's office) - Briggs, Joe ☺
- 3:00pm - 4:00pm CCHD Updates with Trish Gardner** - All (Commission Chambers) - Fogerty, Bonnie
- 4:30pm - 8:00pm Co Commander event Joe** (CMR Museum)
- 5:30pm - 7:00pm 90 Minute Tours - MT ExpoPark Grounds** - All (MT ExpoPark - Exhibition Hall) - Fogerty, Bonnie

Friday, February 21

- 11:00am - 12:00pm Monthly T&T Conference Call** - Joe (1-888-757-2790; 299194) - Arthur Scott ☺
- 1:30pm - 2:30pm Meeting with Andy Burgoyne, DNRC** - All (Commission Chambers) - Fogerty, Bonnie

Saturday, February 22

Sunday, February 23

February 24, 2020 - March 1, 2020

February 2020

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March 2020

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Monday, February 24

- 9:00am - 10:30am C4MH Finance Meeting - Jane (C4MH Building) - Weber, Jane ☺
- 10:00am - 12:00pm Center for Mental Health Meeting - Jane (C4MH) - Weber, Jane ☺
- 12:00pm - 1:00pm Meeting with Ellen Sievert - Jane (Tax Appeal Room) - Weber, Jane
- 1:30pm - 2:30pm ExpoPark Updates with Susan Shannon - All (Commission Chambers) - Fogerty, Bonnie ☺
- 4:00pm - 5:30pm NHA Board Meeting - Jane (Civic Center) - Weber, Jane ☺

Tuesday, February 25

- 9:30am - 10:30am Commission Meeting - All (Commission Chambers) ☺
- 11:00am - 12:00pm DES Updates with Ron Scott - All (Commission Chambers) - Fogerty, Bonnie
- 3:30pm - 4:30pm DUI Taskforce Meeting - Jim (Great Falls Pre-Release Center) - Fogerty, Bonnie ☺
- 4:30pm - 5:30pm Library Board Meeting - Jane (GF Library) - Weber, Jane ☺

Wednesday, February 26

- 7:00am - 9:00am Chamber of Commerce board of Directors meeting - Joe (Chamber office) - Briggs, Joe ☺
- 12:00pm - 1:30pm Gateway Board of Directors Meeting - Jane (Gateway Office) - Fogerty, Bonnie ☺
- 12:30pm - 1:30pm ExpoPark Advisory Board Meeting - Joe (ExpoPark Paddock Club) - Fogerty, Bonnie ☺
- 1:00pm - 3:00pm Dr. Appt - Jane (Out of Office) - Weber, Jane

Thursday, February 27

- 4:00pm - 5:30pm The History Museum Board - Jane (The History Museum) - Weber, Jane ☺

Friday, February 28

- 5:00am NACo Legislative conference - Joe (Washington Hilton) - Briggs, Joe →

Saturday, February 29

- ← NACo Legislative conference - Joe (Washington Hilton) - Briggs, Joe →

Sunday, March 1

- ← NACo Legislative conference - Joe (Washington Hilton) - Briggs, Joe →

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 01/11/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #300799 through #300993 totaling \$534,540.55 and EFT #9101408 totaling \$4652.25 for an A/P total of \$539,192.80 dated 01/13/20 thru 01/17/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 01/18/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #300994 through #301137 totaling \$517,169.90 and EFT #9101417 through #9101418 totaling \$242,516.09 for an A/P total of \$759,685.99 dated 01/22/20 thru 01/24/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 01/25/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #301138 through #301275 totaling \$311,358.04 and EFT #9101419 through #9101430 totaling \$368,119.62 for an A/P total of \$679,477.66 dated 01/27/20 thru 01/31/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 02/01/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 301276 through #301383 totaling \$236,795.87 and EFT's #9101431 totaling \$3219.61 for an A/P total of \$240,015.48 dated 02/03/2020 thru 02/07/2020.

In addition, payroll checks #95035 through #95144 were issued totaling \$ 52,328.49 and EFT's 5237184 through 5238497 were made totaling \$ 1,144,656.78 for a payroll total of \$ 1,496,985.27 for the month of January 2020.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING
January 28, 2020
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111
9:30 A.M.

Commission Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 11, 2020.

Commission: Chairman James L. Larson and Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Cory Reeves – Undersheriff, Sandor Hopkins – Interim Planning Director, Carey Ann Haight – Deputy County Attorney, Denise Johnson – Deputy Treasurer, Rina Fontana Moore – Clerk & Recorder, Tanya Harshaw – DES Office, Mary Embleton – Budget Officer, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder.

Public: Al Rollo, Deb Eve, Tony Spek III, Jesse Oldham, Bruce Wallace, Vanisko Daniel, Sharon L, Travis Johnson, John Romenesko, Joyce Davis, Leonard Lundby, Charles Rogers, Tom Horton, Doug Ormseth, Jean Clary, Carol Strom, Marvin Strom, Craig Askeland, Amanda Russell, Gale Brener Morgan, BobMore, Jim Hoxter, Ray Eklund, Nick Brown, Gene Cantley, Jenn Rowell, and Karl Puckett.

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:22

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Weber made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 2-0 04:27**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Briggs made a **MOTION** to (A) Approve minute entries (January 14, 2020; January 15, 2020; January 22, 2020) 07:00 (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-05: A resolution amending the headstone allowance for eligible Cascade County resident Veterans. Headstone Allowance: \$100.00 (*Ref: Resolution 13-96, R0283968*) 07:10

Contract 20-05: Cooperative Law Enforcement Agreement Annual Operating Plan & Financial Plan between the Cascade County Sheriff's Office and the USDA, Forest Service Helena-Lewis & Clark National Forest. Agreement #18-LE-11015600-029 MOD 002. (2020 Annual Plan) Effective until December 31, 2020. Total Amount: \$3,500.00 (*renewal*) 07:32

Contract 20-06: Sales Contract between James Harris from Cookeville, TN and Cascade County. Purpose: Purchasing "Dutch" a German Shepherd dog for the purpose of narcotics detection in Cascade County. Expected Delivery: March 2, 2020. Total Cost: \$8,950.00 (Funded by: Sheriff's Legacy Foundation) 08:07

Contract 20-07: 2020 Montana Internet Crimes Against Children Task Force Grant Award Grant Number: 2018-MC-FX-K006. Funding Cycle: October 1, 2019 – September 30, 2020. Total Reimbursable Amount: \$6,788.00 This is "Year 2" of a 3 year continuation grant. 08:39

Motion carries 2-0 09:29

AGENDA ITEM # 1 09:36

Motion to Approve or Disapprove:

Resolution 20-04: A Resolution Adopting Policy 20-01 regarding Fire Board Trustee Appointments. (Tabled: January 14, 2020 Commission Meeting)

Carey Ann Haight, Deputy County Attorney, elaborates. 10:27

Chairman Larson states he does not like the fact that this resolution ties the hands of the Commission of who can be appointed. 12:22

Commissioner Briggs thanks everyone for their past comments and that it opened up very good discussion stating he also agrees with Commissioner Larson and does not want to cripple the fire districts. Commissioner Briggs states he would like to modify the policy by changing: (STATE) 13:02

Commissioner Weber said this is a good policy, also stating she has received phone calls from fire fighters as well as residents stating they have concerns. Commissioner Weber also stated that she welcomes Commissioner Briggs' modification. 14:19

Commissioner Larson agrees that the policy has the right feel to it but that it ties the Commissioners hands when it comes time to appoint. 16:22

Commissioner Weber stated that it can be interesting when a firefighter is actually the Chairman and that the advertisement for open board positions needs to be improved so that people can be engaged. 17:05

Commissioner Briggs made a **MOTION** to approve Resolution 20-04: A Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointment and Term Eligibility with modification to Section #3 as follows: So as to avoid a conflict of interest created by a personal interest that could give rise to an appearance of impropriety, it is preferable that the appointee not concurrently be an employee or volunteer firefighter of the district. 18:53

Commissioner Weber states that this softens the policy but does not require it and asks if the other commissioners would entertain the proposal of the chairman not be a firefighter and that the chief not be a trustee. 19:57

Commissioner Larson states that when the commission appoints someone, they have no idea and no control if the person becomes chairman or not. 21:37

Commissioner Briggs states maybe there should be verbiage along the lines of "this is of particular importance in terms of the chief." 22:22

Carey Ann Haight, Deputy County Attorney, reads the amended section also stating that it would be applied to the districts and the service areas. 23:53

Commissioner Briggs made an amendment to the **MOTION** to read: So as to avoid a conflict of interest created by a personal interest that could give rise to an appearance of impropriety, it is preferable that the appointee not be the chief of the fire district or fee service area and not concurrently be an employee or volunteer firefighter of the fire district or fee service area. 25:20

Rina Fontana Moore clarified that this policy would not override an election. 26:18

Gene Cantley, 7179 US Highway 89, Belt, commented. 27:22 – 37:17

Craig Askeland, PO Box 3, Fort Shaw, commented. 37:31 – 44:57
Debra Eve, 2612 Rainbow Dam Road, commented. 45:15 – 50:35
Leonard Lundby, 101 Manchester Lateral, commented. 50:54 – 54:24
John Romanesko, 1815 Tiger Butte Road, Belt, commented. 54:53 – 1:02:47
Ray Eklund, 106 Cove Lane, commented. 1:04:02 – 1:11:31
Rina Fontana Moore, Clerk & Recorder, commented about the filing process and election process for fire districts. The closing date of filing is February 10, 2020 at 5:00 pm. 1:11:49
Commissioner Weber stated that she will be voting in opposition of the policy. 1:12:59
Motion fails 3-0 1:16:42

AGENDA ITEM #2 1:17:48

Motion to Approve or Disapprove:

Final Plat Approval

Rolling Meadows Phase 3 Major Subdivision

Location: Lots 2, 3, 4 & Part of Lot 5 in the SW ¼ of Section 32, T20N, R2E, P.M.M.

Cascade County, MT *Initiated by: Bob & Gale Morgan, Bonesteel, LLC*

Sandor Hopkins, Interim Planning Director, elaborates. 1:18:13

Commissioner Weber asks Sandor Hopkins to show the public on the map. 1:24:29

Commissioner Weber made a **MOTION** that the Commission after consideration of the Staff Report and Findings of Fact approve The Final Plat for Rolling Meadows Phase 3 major subdivision due to the nineteen (19) conditions being met. 1:26:07

Motion carries 3-0 1:26:35

AGENDA ITEM #3 1:26:51

Motion to Approve or Disapprove:

Presentation: Fox Farm State Lands

Al Rollo gives presentation. (*See Exhibit A*) 1:26:59 – 2:11:45

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

Public Comment: None.

Adjournment: Chairman Larson adjourned this Commission Meeting at 11:42 a.m.

February 11, 2020

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: City-County Health Department
Board of Health Appointment

PRESENTED BY: Commission

<u>Applicant</u>	<u>Vacancy (1)</u>	Term Expiration December 31, 2022
Terry Barber	_____	Requesting Re-Appointment (served 1 term)



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) _____ Date January 9, 2020

NAME Terry Barber

TELEPHONE (Home) 454-0911 (Work) _____ (Cell) 788-2818 (E-Mail) roxnter@gmail.com

CURRENT ADDRESS 2805 Acacia Way, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) County Appointment to the Board of Health.

Previous Volunteering or County Boards Board of Health, Chairman

Crisis Center (Voice of Hope) Volunteer

Current Volunteering or County Boards Board of Health, Uptown Optimist Club

Current Employer Pharmacist (Retired)

Occasional relief work, various locations

Education B.S. Pharmacy

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Longtime retail Pharmacist in Great Falls.

Experience and interest in Health Care delivery.



TERRY BARBER

2805 Acacia Way, Great Falls, MT 59404

Phone:Home 406-454-0911 Cell 406-788-2818

E Mail:roxnter@gmail.com

CASCADE COUNTY BOARD OF HEALTH

Although I am not completely retired, I am only working sparingly as a relief pharmacist. My wife continues to work full time for the foreseeable future, thus we will not be wintering in Arizona. I find myself with time on my hands, particularly in the winter & believe my many years experience in healthcare would be an asset to the County Board of Health.

WORK HISTORY

Western Drug, Great Falls 1969-1982 Staff Pharmacist & Pharmacy manager

Pay n' Save Drug, Great Falls 1982-1986 Pharmacy Manager

Buttrey-Albertsons, Great Falls 1986-2006 Pharmacist & Pharmacy Manager

Shopko, Great Falls 2006-present(part time pharmacist & relief pharmacist)

Clinic Pharmacy, Great Falls 2010-present(relief pharmacist)

EDUCATION

High School Graduate-Denton High School, Denton, MT

College Graduate-U of Montana B.S. Pharmacy

SERVICE ACTIVITIES

- Uptown Optimists-Lifetime Member, Past President, Board Member
- Montana State Pharmacy Assn.-Past President, Board Member
- Crisis Center(now Voices of Hope) volunteer 2 years

February 11, 2020

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Senior Advisory Council
Board Appointment**

PRESENTED BY: **Commission**

Applicant

Vacancy (1)

Term Expiration April 30, 2023

Laurie Glover

Category: Experienced Community Leader



CASCADE COUNTY
 Area VIII Agency on Aging
 Senior Advisory Council
Application



JAN 29 2020

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office at (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) _____ Date 1/25/2020

NAME Laurie Glover

TELEPHONE (Home) _____ (Work) _____ (Cell) 788-3420 (E-Mail) Nurse-glover@yahoo.com

ADDRESS 1318 16th St So., Great Falls, MT 59405

Current County Boards or Volunteering Governor's Advisory Council on Aging; Alluvion Board; MSU College of Nursing Dean's Advisory Board; Head Start Health Advisory Board; CASA volunteer

Previous Public Experience, Boards or Volunteering Above

Public Employee most of my career
volunteer

Employer MSU College of Nursing
Montana State University

Education BS, MS 1979, 2003

Please indicate which category you are qualified for.

- Community Member 55 years of age or older
- Supportive Services Provider for individuals age 55 or older
- Caregiver, Guardian, Power Holder, etc. of a person 55 or older
- Health Care Provider – hospital, VA, clinic or other
- Experienced Community Leader – private or volunteer sector
- Individual interested in services to the aging population
- Individual interested in the aging population

List special experience or education you may have for serving on this council.
 (Include additional information on the back of this form or attached a resume.)

Master's in Nursing, Family Nurse Practitioner
Focuses Area 12 Population-based healthcare.
Have been Public Health Nurse-Community Nurse Educator.

February 11, 2020

Contract #20-08

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Belt Golden Agers Senior Center for Older Americans Services in FY2020

ACTION REQUESTED:

Approval Contract #20-08

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DHPHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-08 is with the Belt Golden Agers Senior Citizen's Inc. dba/Belt Senior Center for the period of March 1, 2020 through June 30, 2020 and will then be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with Belt Senior Center includes a payments of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$910/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. Additionally, this contract provides for \$1,700/month in Federal Older Americans Title IIIC1 funds to be paid to the Belt Center for the provision of a Congregate meal to area residents over the age of 60 in a group setting at the Center. The dates and times will be provided once a contractor or staff person is on board. The Center is responsible for providing staff or contracted services for the preparation of the meal; responsible for providing monthly meal totals and intake data on clients; providing menus for review and ensuring that all appropriate health and safety regulations pertaining to

meal service are adhered to for the period of the contract, which is March 1, 2020 through June 30, 2020 and is open for renewal each fiscal year provided funds are available. The total FY2020 agreement will not exceed \$10,440.

RECOMMENDATION:

Staff has worked with the Belt Center to reach the terms of this agreement and now recommends Approval of Contract #20-08.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-08 Service agreement between Cascade County Aging Services and the Belt Golden Agers Senior Citizens, Inc. for the period March 1, 2020 through June 30, 2020 for a total sum not to exceed \$10,440.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-08 Service agreement between Cascade County Aging Services and the Belt Golden Agers Senior Citizens, Inc. for the period March 1, 2020 through June 30, 2020 for a total sum not to exceed \$10,440.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Belt Golden Ager’s Senior Citizens, Inc. EIN 81-0110310 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Belt Golden Ager’s Senior Citizens, Inc. (CENTER) in the Town of Belt, Montana, and is interested in providing such services to the senior population in Belt, Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on March 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2020.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration (_____ to June 30, 2020)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Operate the Congregate Meal Program according to the guidelines set by the Agency.
- Arrange for home delivered meals and takeout meals at the Center on days approved by the Agency.
- Assume full responsibility for securing one or more individuals (COOK) to prepare meals for the Center on the agreed upon days. Cook shall maintain a ServSafe Certification and be capable of providing a menu by the fifteenth (15th) day of the month prior to service.
 - Ensure that Cook submits the menu to Agency for pre-approval to ensure that Federal Nutritional Standards are met.
 - Ensure that Cook submits to the Agency a copy of any agreement entered into between Cook and required ServSafe Certification.
- Ensure compliance with all food handling and safety standards
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.

- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations, following up on “no response” home delivery attempts, volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program. The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.
- Submit to the Agency a match amount of \$200 on a monthly basis along with the required reports no later than the fifth (5th) working day of the month.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization

- Increase community engagement and decrease social isolation
- Increase opportunities to participate in healthy lifestyles
- Promote intergenerational activities or relationships and/or
- Enhance the health, well-being and quality of life of seniors
- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.

- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider’s activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$910 on a monthly basis for Title 3B Services CFDA 93.044.
- Remit to the Provider \$1,700 on a monthly basis for Title 3C1 Services CFDA 93.043.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider’s performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Provider agrees not to enter into sub-contracts for any of the work contemplated under this Agreement without prior written approval of the Agency. The Provider further agrees not to assign or transfer any work contemplated under this Agreement.

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable 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 authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
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. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. 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.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for 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 disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. 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 \$25,000 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,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) 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:

- (A) The Provider 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 \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider 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 \$25,000.

(B) The Provider 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:

(A) 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); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) 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.

17. 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.

18. 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.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. 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.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider 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 Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

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

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by

written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their 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 Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider'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 Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

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

SECTION 22 – RECORD RETENTION

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

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Belt Golden Ager's Senior Citizens, Inc.

BY: Betty Rae C Warehime DATE: 2-4-2020
Betty Warehime, President

Area VIII Agency on Aging

BY: Kimberliegh L Thiel-Schaaf DATE: 2-4-2020
Kimberliegh L Thiel-Schaaf, Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on 11th day of February 2020.

Attest

On this 11th day of February 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**CONTRACT AMENDMENT NO. 2
CONTRACT FOR CSFP
CONTRACT # 20027210050**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Human and Community Services Division (STATE), whose address, phone number and Fax are 111 N. Jackson, P.O. Box 202925, Helena, MT, Phone (406) 444-6676, Fax (406) 406-444-2547 and Area VIII Agency on Aging, (CONTRACTOR), whose address and phone number are 1801 Benefis Court, Great Falls, MT 59405, (406) 454-6990. This Contract is amended for the following purpose(s):

SECTION 3. CONSIDERATION AND PAYMENTS, will be amended as follows:

The Department will reimburse an amount of \$3.50 per client served per month, not to exceed \$9,252 for the contract period of October 1, 2019 through February 19, 2020 according to Attachment A: Caseload Assignments for the Period beginning January 1, 2020.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES will be amended as follows:

- Subsection H.6. Total amount of funds obligated with this action: **\$3,481**
- Subsection H.7. Amount of funds obligated to sub recipient: **\$9,252**
- Subsection H.8. Total amount of the federal award: **\$9,252**

This amendment consists of 1 numbered page and Attachment A: Caseload Assignments. Except as modified above, all other terms and conditions of Contract 20027210050 remain unchanged.

STATE OF MONTANA
HUMAN AND COMMUNITY SERVICES DIVISION
111 N. JACKSON
HELENA, MT 59620-2925

AREA VIII AGENCY ON AGING
1801 BENEFIS COURT
GREAT FALLS, MT 59405
TAX ID #81-6001343

BY: _____
(Name/Title)

BY: Kimerliegh Theil-Scharf Area VIII Agency Director

(Name/Title)

Signature

Signature

Date

Date

ATTACHMENT A
CASELOAD ASSIGNMENTS

**CASELOAD ASSIGNMENTS FOR THE PERIOD
Beginning January 1, 2020**

This is the January 1, 2020 agency caseload slot assignment for Federal Fiscal Year 2020 CSFP contracts. Caseloads will be reassessed MONTH-BY-MONTH and new caseload assignments may be made throughout the remainder of FFY 2020.

AGENCY NAME	CASELOAD
AREA V AGENCY ON AGING - BUTTE	400
DISTRICT 9 HRDC-GVFB – BOZEMAN	320
N. CENTRAL AOA - CONRAD	215
ACTION FOR E. MONTANA - GLENDIVE	536
AREA VIII AOA-CASCADE CNTY-GREAT FALLS	477
HILL COUNTY COA - HAVRE	110
ROCKY MOUNTAIN DEV COUNCIL-HELENA	563
FLATHEAD FOOD BANK - KALISPELL	550
MISSOULA FOOD BANK - MISSOULA	650
AREA VI AOA - POLSON	842
AREA II AOA – ROUNDUP	950
RAVALLI COUNTY COA - HAMILTON	252
Estimated CASELOAD:	5,865

REGULATIONS: Federal statutes (7 CFR 247.21) state a base caseload for the following year will be based on the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year. Final caseload assignments are dependent on Congressional funding and Presidential signature of the Annual Agriculture Bill.

February 11, 2020

Contract 20-10

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Collective Bargaining Agreement
between Cascade County, Montana and
Montana Nurses' Association**

INITIATED & PRESENTED BY: **Carey Ann Haight, Deputy County Attorney**

ACTION REQUESTED: **Approval of Contract 20-10**

BACKGROUND:

Collective Bargaining Agreement between Cascade County, Montana and Montana Nurses' Association. Effective: July 1, 2019 - June 30, 2022

RECOMMENDATION: Approval of Contract 20-10

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-10: Collective Bargaining Agreement between Cascade County, Montana and Montana Nurses' Association Effective: July 1, 2019 - June 30, 2022.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-10: Collective Bargaining Agreement between Cascade County, Montana and Montana Nurses' Association Effective: July 1, 2019 - June 30, 2022.

Collective Bargaining Agreement

Between

Cascade County, Montana

and

Montana Nurses' Association

Effective July 1, 2019 – June 30, 2022

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AGREEMENT

Between

Cascade County and Montana Nurses Association

THIS AGREEMENT is made and entered into by and between the Cascade County Board of Commissioners, Great Falls, Montana, hereinafter referred to as the AGENCY, and Montana Nurses Association, hereinafter referred to as the ASSOCIATION.

ARTICLE 1 -- RECOGNITION

The AGENCY recognizes the ASSOCIATION as the exclusive representative of all registered nurses employed by the City-County Health Department/, with the exception of the Nurse Supervisors and Advanced Practicing Registered Nurses (APRN) and Temporary, Occasional Hire Nurses, for the purpose of collective bargaining of salaries, rates of pay, hours of employment, and other terms and conditions of employment and nursing practice.

ARTICLE 2--PURPOSE

The main purpose of this AGREEMENT is to provide improved Public Health Services through the continued promotion of effective employment-management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences; misunderstandings and disputes; to promote full and responsible employee participation in such personnel areas as are within the jurisdiction of Cascade County in the City-County Health Department/.

ARTICLE 3 -- MANAGEMENT RIGHTS

As per Montana Codes Annotated 39-31-303, Management Rights of Public Employers; 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 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 mission of the agency in a situation of emergency:
- (7) establish the methods and processes by which work is performed.

ARTICLE 4 -- MAINTENANCE OF BENEFITS

- A. The employer agrees that all conditions of employment consistent with rules and regulations of the State of Montana and the Board of Health shall remain in effect at the time of signing of this AGREEMENT. Definitions and proration of employee benefits shall be made in accordance with state law (MCA Section 2-18-601 et seq. and 2-18-701 et seq.).
- B. In the event that any provision of this AGREEMENT shall at any time be made invalid in applicable

legislation or declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire AGREEMENT, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

- C. The parties hereto agree that the terms and conditions of this AGREEMENT shall bind them and their successors and assignees.
- D. If any Article or Section of this AGREEMENT should be held invalid by operation of law, the remainder of this AGREEMENT shall not be affected thereby and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 5 -- LABOR MANAGEMENT COMMITTEE

Section 1: The purpose of this Labor Management Committee (LMC) shall be to facilitate communication and cooperation between registered nurses and management; to establish a forum for open discussion of mutual concerns, including but not limited to staffing levels, work schedules, training and education, public health policy, and professional concerns; to identify problem areas between registered nurses and other programs of the Agency; to improve understanding of problems and needs of professionals and management.

Section 2: The Committee shall consist of members of the Association, as selected by the Association and members of management, as selected by the Agency. The Committee shall meet monthly and will have a written agenda of topics for discussion to facilitate the best use of time for all involved. If neither the Association, nor management has agenda items, the meeting will be cancelled with sufficient notice to schedule other work related matter in its place. Special meetings will be called with forty-eight (48) hour notice to the other party should pressing issues be recognized that require attention before the next scheduled meeting.

Section 3: Meetings of the LMC meetings may be held on Agency property and use such facilities. All time spent in the LMC and will be considered as time worked per the LMC Charter.

- A. **Special Meetings:** The AGENCY may request special meetings with the Nursing Care Review Committee, but such meetings shall not take the place of regularly scheduled meeting of the Nursing Care Review Committee.
- B. **Objectives:** The objective of the Nursing Care Review Committee shall be:
 - 1. To work constructively for the improvement of patient service, this provision shall not in any way conflict with ARTICLE 5-I;
 - 2. To consider current levels of nursing practice within the Unit, assess the safety of these practices and objectively recommend changes to correct these practices;
 - 3. To review and recommend nursing care practices, including inservice topics and QA which would include identification of specific problems, documentation, background, and impact on nursing;

4. This committee shall provide recommendations to the Health Officer and/or Supervisors, and nursing staff concerning findings. It is not the intention of this Nursing Care Review Committee to be involved in the implementation or administration of the above.
- C. Not Subject to Grievance Procedure: Be it further understood that no part of this provision is to be subject to the grievance procedure contained within this AGREEMENT except as otherwise expressly provided for in this AGREEMENT.
- D. Personnel Administration: Matters of personnel administration shall not be subject to consideration by the Committee.

ARTICLE 6 -- PERSONAL RESPONSIBILITY OF THE PROFESSIONAL NURSE

- A. Current Licensure in Montana is mandatory. The Agency will pay the renewal fees for each nurse's license.
- B. Membership in the American, Montana and appropriate District Nurses Associations is mandatory for permanent employees. Dues will be paid through payroll deductions.

It shall be a condition of continued employment that nurses covered by this agreement shall become and remain members of the Association in good standing to the extent of paying the uniform association membership dues or a representation fee by the one hundred eightieth (180th) calendar day of their employment.

Any employee who fails to comply with the foregoing provisions shall be discharged by the County no later than thirty (30) days after receipt of a written request for discharge from the association.

- C. Adherence to the ANA Code for Professional Nurses.
- D. Maintenance of good physical and mental health.
- E. Adherence to specified AGENCY job description.
- F. Adherence to the Montana Nurse Practice Act.

ARTICLE 7 -- STAFF DEVELOPMENT

- A. Inservice: The program of inservice education currently provided for by the AGENCY at the rate of forty-eight (48) hours per year shall be maintained and available to all nurses with programs posted when possible. The forty-eight (48) hours per year will include twelve (12) nursing CEU hours. The content and procedures of this program is a subject for discussion by the Labor Management Committee. It is the intention of both parties that the inservice will be planned so that the nurses may attend on work time.

- B. Courses of Educational Nature: Each nurse may be entitled to leave with pay each year to attend courses, institutes, workshops, seminars, or other meetings of an educational nature, with approval of the Health Officer . The provisions regarding compensatory time contained herein shall be applied to staff development. Travel time to and from the workshop, when required, will be compensated.
- C. Such leave shall not interfere with staffing as determined by the Health Officer .
- D. Every effort shall be made to allow at least one nurse from the Unit to attend the annual Montana Public Health Association meeting. This shall be considered time worked.
- E. One nurse shall be allowed administrative leave to attend MNA meetings, not to exceed six (6) hours annually.
- F. At least two (2) nurses shall be allowed leave to attend the annual MNA Convention each year **as staffing permits**.

ARTICLE 8 --ORIENTATION

New employees will be given a minimum of two (2) weeks orientation respective to responsibilities while on duty at initial onset of employment with the EMPLOYER or at nurse job transfer or promotion, the EMPLOYER will provide an orientation checklist for each department the nurse is being oriented too. Nurses who have been permanently transferred or promoted will be given a minimum of one week orientation while on duty.

New nurses will serve a six (6) month probationary period.

ARTICLE 9 - JOB DESCRIPTION

Each nurse upon employment shall be provided with a current written job description by the AGENCY, setting forth job requirements, duties, general responsibilities, and the designation of whether or not the position is supervisory. These written job descriptions shall be made available to the nurse immediately upon employment as well as to those nurses who may, through job promotions, attain different positions. **Nurses shall be notified prior to any changes to existing job descriptions.**

ARTICLE 10 - EVALUATION PRINCIPALS AND GUIDELINES

To meet evaluation criteria a performance appraisal must be:

- A. Developed within the framework of the AGENCY'S written policies.
- B. Based on expectations stated in the job description for the position. The awareness of these expectations by both the evaluator and the evaluatee must be a continuing process beginning at the time of employment.
- C. Based on the merits of the individual as per the job description.
- D. Written and presented by evaluator(s) who:

1. Have been oriented to the evaluation tool as provided by the AGENCY.
 2. Knows specifically whom he/she is observing for purposes of evaluation.
 3. Have made actual and frequent observances of evaluatee(s) performance.
 4. Have been responsible for program activities and/or day-to-day guidance of the evaluatee growth and development. The evaluation must be prepared prior to and presented in an evaluation conference that must be conducted by the person doing the evaluation. This conference must be conducted on a planned basis with foreknowledge of the evaluatee as to time and place.
- E. Prepared and presented prior to completion of the first ninety (90) days of employment, no less than annually thereafter, and immediately upon termination of employment.

Presented to the evaluatee with the understanding that:

1. He/she has been oriented to the specific evaluation tool as recommended by the AGENCY.
 2. He/she may comment in writing on the evaluation form.
 3. He/she has the responsibility to participate in the evaluation conference by mutually planning, with the evaluator, personal and professional goals for further individual development.
 4. He/she has known specifically by who observed for purposes of evaluation.
- F. Signed and dated by both the evaluator and evaluatee to signify that the evaluation has been reviewed in conference.
- G. Reviewed, dated and signed by a member of the AGENCY in the line of authority above the evaluator.
- H. Upon request, the nurse shall be given a copy of the reviewed, dated, and signed evaluation.
- I. If a permanent nurse shall receive an evaluation that indicates unsatisfactory performance in some areas of his/her practices the unsatisfactory areas in question shall be defined in writing with written suggestions for improvement and sixty (60) working days to improve his/her performance. Another evaluation shall be prepared and presented at the end of this sixty (60) day period to indicate any change in performance unless there is a clear and present danger to patients if the nurse remains in his/her assignment. Should performance be satisfactory after re-evaluation, the employee would then be eligible for his/her annual increase.

ARTICLE 11 -- SENIORITY

- A. Only registered nurses who are classified as permanent employees can obtain seniority as a Public Health Nurse.

- B. Seniority is defined as a nurse's length of continuous service since the last date he/she started to work for the AGENCY, except as otherwise provided herein. Computation of seniority will be determined on the basis of months and fractions of months with the understanding that months for the purpose of this AGREEMENT when used in determining a fraction, will be taken as thirty (30) days in length, and each part of a partial day taken as a whole day. If more than one (1) nurse started work on the same day, they will be placed on the seniority list in alphabetical order.
- C. The AGENCY will maintain a seniority list for Public Health Nurses showing their continuous employment and indicating full-time and part-time nurses.
- D. Qualified and eligible senior public health nurses will be considered for vacancies occurring within their area of experience and qualifications.
- E. The parties recognize that circumstances may arise wherein it is necessary to hire additional, emergency staffing on a short-term basis to meet and/or combat an undue disruption to the operational needs of the CCHD due to a staffing shortage. The AGENCY reserves the right to fill temporary vacancies at the discretion of the AGENCY. For purposes of this Agreement, Temporary, Occasional Hire Nurses shall be defined as those nursing positions necessary to meet and/or combat an undue, short-term disruption in the CCHD operational needs and which position will terminate upon the abatement of the undue disruption or nine (9) months, whichever first occurs.
- F. In the event of a permanent transfer from one job classification to another, a nurse's seniority will date from the date he/she began work for the AGENCY. Seniority of a nurse will be terminated for the following reasons: 1) voluntary termination of employment; 2) discharge for good cause; 3) failure to arrange to return to work after recall within seventy-two (72) hours of the date of notice or recall by the AGENCY and failure to report to work within fifteen (15) days of the employee's decision to return to work (unless failure to report was beyond their control); 4) engaging in other employment during leave of absence without prior AGENCY approval; and 6) twelve consecutive months of unemployment.
- G. Seniority of a nurse may be frozen for a maximum period of one (1) year, during which no seniority shall accrue, if the following are met:
 - 1. The nurse must have been employed in a position covered by this Agreement for a period of at least one year,
 - 2. The nurse must return to **a position within the bargaining unit** within twelve months of their **leaving the bargaining unit.**

ARTICLE 12 - LAYOFFS AND RECALLS

- A. Where competence and ability of regular employed nurses are equal, accumulated length of service with the AGENCY shall be controlling consideration in reduction of force (layoffs) or reemployment (recall).
- B. Layoffs – is defined as the act of laying off an employee from work temporarily.

- C. Recalls – The last laid off shall be the first rehired. In the event that two or more persons are laid off on the same date, then for recall purposes, seniority shall govern.
- D. When job openings are again available, the AGENCY shall not hire new personnel to fill those vacancies created by the layoffs until those who have been laid off have been given the opportunity to accept or reject the job openings. Seniority for recall purposes shall be accorded for one (1) year. The employee shall notify the employer within five (5) days of his/her intention and report to work within fifteen (15) days after the employee's decision to return to work or shall be considered to have forfeited recall rights.
- E. Any recalled employee shall not lose accrued benefits or loss of pay earned prior to layoff.

ARTICLE 13 - PROMOTIONS

- A. Any vacancies or new jobs which are clearly not due to temporary causes and which the AGENCY decided should be filled, will be filled by promotion of present nurses, insofar as is practical, and if present nurses have exhibited capabilities and competency to fill such positions. Additional consideration will be given to those that have completed training sessions to ensure further success such as management trainings and functioning as a lead position. Such job vacancy will be posted for bids for seven (7) days straight on the bulletin board.
- B. In the event that an employee cannot demonstrate his/her aptitude to perform his/her newly assigned job within 30 days, he/she will be returned to his/her former job or to one as near the employee's former status and pay rate as can be arranged at the time.

ARTICLE 14 - TERMINATION OF EMPLOYMENT

- A. The AGENCY normally shall give employees two (2) weeks written notice prior to termination of employment, unless said termination is for good cause, with that cause and/or complaint in writing. A discharged nurse shall be entitled to a review through the grievance procedure.
- B. The AGENCY agrees that an employee whose work is of such quality as to discipline shall be specifically warned by the supervisor, with reasons stated in writing, of any intention which the supervisor may have of recommending demotion, discharge, or disciplinary layoff.

ARTICLE 15 -- LEAVE OF ABSENCE

- A. **Emergency Leave:** Emergency leave of not more than five (5) days with pay may be granted for all full-time nurses for critical illness or death in the immediate family (immediate family being parents, spouse, siblings, children, household dependents, including foster children, in-laws, grandparents aunts, uncles, cousins), and other individuals at the discretion of the Health Officer, chargeable to accrued sick leave.
- B. **Leave without Pay:** The AGENCY may grant a nurse leave of absence without pay for a period to be determined by the Health Officer and Nursing Supervisor in the event that the nurse has demonstrated

good cause and such cause is compatible with proper nursing service. Such good cause may include, but is not limited to: further education and long-term illnesses of employee or member of the employee's family lasting beyond sick leave.

1. A full-time nurse who has at least one (1) year of continuous employment at the AGENCY may make written request for leave without pay to obtain further nursing education at the nurses' own expense.

2. After a minimum of seven (7) years of employment with Cascade County, leave of absence without pay may be requested up to one (1) year for travel, rest, etc. without loss or gain in status and with prior administrative approval. Denial is not subject to the grievance procedure.

C. **Maternity and Military Leave:** Maternity and Military Leaves will be granted according to statutory law and Cascade County Operations Manual (CCOM) Policy Section 60; and an equivalent position and salary will be granted upon return to work. An associate, whether married or single, who adopts a child shall be entitled to leave on the same basis as maternity leave. After one (1) continuous year of employment, the nurse shall be granted up to one (1) year of maternity leave with no pay, by mutual agreement. Extensions beyond one (1) year shall be determined on an individual basis. The leave shall be in writing, stating the dates leave shall be granted. Accumulated sick leave may be used for maternity leave, which will be in accordance with County Policy, State Statute, and Family Medical Leave Act.

D. **Personal Business Day:** One (1) personal business day with pay per year will be granted with prior approval of the Health Officer or CEO. This business leave can be taken in fifteen (15) minute increments and will not carry over to the next fiscal year. Personal business is defined as necessary activities not covered under sick leave, or for emergency situations defined by Cascade County Policies.

Personal business leave for part-time nurses shall be prorated based on the number of hours worked in one (1) year.

E. All other leaves will be administered according to CCOM Policy Section 60.

F. Sick Leave - Sick leave shall be approved to the nearest one-quarter (1/4) hour.

G. Family Medical Leave Act.

ARTICLE 16 -- USE OF AGENCY FACILITIES AND ASSOCIATION ACTIVITIES

A. The ASSOCIATION, acting through the Nurses' Local Unit, may use available facilities at the AGENCY for ASSOCIATION meetings. Requests for the use of meeting rooms shall be made in advance through the Health Officer.

B. The ASSOCIATION shall have the right to use designated AGENCY bulletin boards to announce meetings, local, regional, or state, and to otherwise inform its members of matters of professional interest. No derogatory information will be posted about the Employer.

C. The authorized representatives of the Montana Nurses' Association or their representatives shall have

access to the premises to conduct ASSOCIATION business so long as the work of the employees does not become interrupted. The ASSOCIATION representatives will notify the AGENCY prior to gaining access to the premises.

Upon request, the Cascade County Human Resource Department shall supply a complete list of all registered nurses in the bargaining unit including names, complete mailing address, shift, phone number, date of hire, department and employee status.

ARTICLE 17 – HOLIDAYS

Employees shall be granted the following legal holidays without loss of pay pursuant to Section 1-1-216 M.C.A.:

- New Year's Day, January 1
- Martin Luther King Jr. Day, the third Monday in January
- Presidents' Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25
- Statewide General Election Day in November of even-numbered years

In addition to the above, any day or days added by the State Legislature as paid legal holidays for public employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

Holidays will be administered pursuant to Cascade County Policy, State, and Federal Law.

ARTICLE 18 -- HOURS OF WORK

- A. Forty (40) hours shall constitute a basic workweek.
- B. Nurses authorized to work in excess of forty (40) hours per week shall be granted compensatory time at the rate of one and one-half (1 ½) hours for every hour worked. Comp time usage will be administered per CCOM Policy 60.3.
- C. Vacation leave, sick leave, and compensatory time used will not be counted as regular hours worked for the accrual of compensatory time or overtime.

ARTICLE 19 -- TRANSPORTATION ALLOTMENT

The AGENCY shall compensate all nurses required to drive their own automobile in the official performance of their work duties in compliance with MCA § 2-18-503.

ARTICLE 20 - GRIEVANCE PROCEDURE

- A. Statement of Purpose: The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as soon as they arise concerning the interpretation or application of this AGREEMENT, without any interruption or disturbance of normal operations. The parties seek to secure, at the lowest and earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.
- B. Definitions: "Grievance" shall mean a complaint by a nurse or group of nurses based upon event, condition or circumstances under which a nurse works which allegedly caused a violation, misinterpretation, or inequitable application of established policy or any provision of this AGREEMENT. The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays.
- C. Steps in the Grievance Procedure: All claims or grievances must be submitted in writing within fifteen (15) days after occurrence or discovery, or be forever waived. The date of occurrence and the discovery must be included in the grievance report.
1. The Association and the AGENCY recognize the importance of settling any grievance, controversy or dispute arising over the operation of this AGREEMENT at the informal level. Any action shall be first taken up with the employee(s) and the immediate supervisor. **The grievant or their representative will be responsible to reduce the grievance to writing on the Grievance Form to be presented at Step 1.**
 2. If the grievance cannot be satisfactorily resolved at Step 1, the grievant or their representative will be responsible to present the written grievance to their immediate supervisor within seven (7) days of the action in Step 1. The immediate supervisor shall submit a written answer within seven (7) days of receiving the grievance.
 3. If the answer in Step 2 is not satisfactory, the grievant or their representative may file it with the Health Officer or designee within ten (10) days of receiving the answer in Step 2. Within ten (10) days of submitting the grievance, a meeting will be arranged with the Health Officer or designee to discuss the grievance. The Health Officer or designee shall submit his/her written answer within five (5) days of the meeting.
 4. If the grievance is not resolved at Step 3, the grievant or their representative may submit the grievance to the Board of County Commissioners or their designee within ten (10) days of receiving the answer from the Health Officer or designee. The Board of County Commissioners or their designee shall submit its written answer within ten (10) days of receiving the grievance
 5. If the grievance is not resolved in Step 4, the grievance may be presented in writing to the Human Resource Director with seven (7) days of receiving the answer in Step 4, with a request to convene a Grievance Panel. The Grievance Panel shall consist of four members, two selected by the Union (none of whom is party to the grievance or been involved in the processing of the grievance) and two

selected by the County with the same conditions applying as for the Union's selected people. The panel will convene within thirty (30) days of receipt of request for the Grievance Panel to consider the grievance. Should the panel reach a majority decision on the issue, the panel will issue a written decision within ten (10) days of the Grievance Panel Meeting and if all parties agree to decision, that decision shall be final and binding on all parties involved in the grievance. If the Grievance Panel is unable to reach a majority decision on the issue, written notice shall be sent to both parties within then (10) days of the Grievance Panel Meeting.

If the grievance is not resolved at the Grievance Panel the parties can mutually agree to mediation prior to arbitration. If mediation is agreed upon, the time for notice of arbitration shall be tolled until the completion of mediation.

6. Any grievance that has not been resolved to the satisfaction of both parties at one of the steps above may be submitted to arbitration under the provisions of Step 6.
7. Within thirty (30) calendar days of the decision of the Board of County Commissioners or their designee and no resolution, said grievance may be submitted to arbitration. A grievance submitted to arbitration must be in accordance with the following procedures:
 - a) The dissatisfied party shall notify the other party in writing stating said party's intent to submit the matter to arbitration. Also, said notification shall contain a list of five (5) arbitrators from the State Board of Personnel Appeals.
 - b) Within five (5) working days of the date of receipt of list of arbitrators, each party shall alternate in striking names until one arbitrator remains. The first party to strike the name of one of the five arbitrators shall be determined by chance. The remaining name shall be the arbitrator and his/her decision shall be final and binding to both parties.
 - c) The party that is requesting arbitration shall then notify the arbitrator and the Board of Personnel Appeals of the selection within three (3) days from the date of selection. The arbitrator shall conduct hearings and render a decision within thirty (30) days of the date of notification of his/her selection. The decision shall be final. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms contained in this AGREEMENT.
- D. The expenses of the arbitration shall be borne by the two parties equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.
- E. There shall be no strikes, walkouts, slowdowns, or lockouts during the term of this AGREEMENT, or any extension thereof, except for a failure or refusal by either party to adhere to the grievance and arbitration proceedings. Hand billing will not occur on County property or during paid time.
- F. The time periods specified in this Article refer to work days and may be extended by written agreement of the parties.

- G. Any employee who ceases work to engage in an unauthorized work stoppage may be discharged or otherwise penalized by the AGENCY. Disciplinary action that is taken by the AGENCY in such case will not be subject to review under the grievance procedure provided in this AGREEMENT.
- H. If either party fails to comply with the time limits set forth herein, the grievance will move to the next Step in the grievance procedure.

ARTICLE 21 -- DISCIPLINE & DISCHARGE

- A. Once an employee has successfully completed a 6 month probationary period, the employee shall not be discharged or disciplined without good cause for poor job performance or employee misconduct.
- B. The employer shall use progressive discipline for non-probationary employees. The ASSOCIATION and the AGENCY agree that the following are grounds for summary discharge:
- theft;
 - insubordination;
 - any form of sexual harassment or sexual harassment which is used as a term or condition of employment;
 - conducting private business for gain on County time;
 - acts of physical violence towards county employees or the public;
 - purposely destroying County property, employee property, and public property;
 - consumption of alcohol while at work or on County property;
 - the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee in the workplace on or off work time;
 - job performance that endangers the health or life of County employees or the public;
 - conviction of a criminal offense which affects the employee's ability to perform in their position, or poses a threat to the wellbeing of other county employees or the public they may be serving.
 - willful breach of HIPAA/HITECH confidentiality.
- C. Progressive discipline shall mean verbal warning, written warning, suspension, demotion (if applicable) or termination. Nothing in this provision precludes the Agency from implementing discipline at a higher level if the breach of discipline warrants a more severe action.
- D. Management reserves the right to remove an employee from the work place to conduct an investigation prior to possible discipline or discharge.
- E. Whenever there is a meeting between a Nurse and the Supervisor or the Health Officer , which may result in a disciplinary action, the Nurse shall be advised of the right to have a Unit Member or Association Representative present. If an Association Representative is requested, such meeting shall not be delayed for more than thirty-six (36) hours.

ARTICLE 22 -- NONDISCRIMINATION

- A. The AGENCY, engaged in hiring, promoting, advancement or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any nurse because of marital status, race, color, national origin, age, religious affiliation, sex, gender, membership, non-membership, or activity on behalf of the ASSOCIATION, or participation in the grievance procedure. All items contained within this Article are not subject to the provisions of Article 20 (Grievance and Arbitration) of this Agreement.
- B. The ASSOCIATION agrees that with regard to membership or ASSOCIATION activity, it will not discriminate for any of the reasons set forth above.

ARTICLE 23 -- HEALTH AND WELFARE

The County agrees to contribute the single employee health insurance premium for all eligible employees.

Eligibility is defined under CCOM Section 20-1.

If any other bargaining unit, non-union employee, or elected official receives any additional health insurance contribution, then that would also apply to this bargaining unit.

ARTICLE 24 -- JOB SAFETY AND HEALTH

- A. This AGREEMENT recognizes that compliance with safety rules and regulations is essential. To be effective, all employees must be constantly on the lookout for any condition or action that may be unsafe or careless. Both the ASSOCIATION and the AGENCY agree to promote all rules necessary to ensure safe working conditions. In the event of a safety concern, any RN can request a second person to accompany them to any out of office home visit with documentation and prior supervisor approval.
- B. All accidents causing injury or damage to AGENCY property shall be reported by the employee to his/her immediate supervisor.

ARTICLE 25 -- TERM OF AGREEMENT

- A. Either party may terminate or reopen this AGREEMENT for modification by serving written notice on the opposite party not less than ninety (90) days, nor more than one hundred twenty (120) days, prior to the expiration date or any anniversary thereof.
- B. Notices seeking modification to the AGREEMENT shall detail the items with respect to which a change is desired. Within twenty (20) days following receipt of a Notice of Modification, the opposite party may serve written counter-proposals.
- C. Should no accord be reached by the parties hereto by the expiration date, this entire Agreement shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching

a new agreement.

- D. If any provision of this AGREEMENT or the application of such provision shall in any court or by other governmental action be held invalid, the remaining provisions and their application will not be affected.

ARTICLE 26 -- PAY

- A. The job description for each nurse shall be in accordance with the City-County Health Department Policies. Nothing in the AGREEMENT shall be construed to prevent the modification of such job description as the AGENCY deems necessary.
- B. **Lead Position:** It is understood by both parties that employees who are asked to be in a Lead Position have more duties and responsibilities to the successful accomplishment of the mission and vision of the City-County Health Department. Compensation for time filling a lead position will be provided in two forms: 1) financial and 2) supervisory time. Nurses filling a designated Lead Position of the City-County Health Department shall receive additional fifty-cents (.50) per hour for every hour worked as Lead. Nurses will accrue documented time as a supervisor for every hour they are designated Lead.

To be eligible to earn lead position compensation pay and supervisory time, the employee must receive documentation from their Division Manager showing the duration of time they were designated lead and a KRONOS time card print out showing the actual time worked while being lead, must be attached to the letter designating the individual as lead. This documentation will be maintained in the employee's official employee record located in Human Resources. Documented supervisory time will be considered when supervisory vacancies occur within the County and the nurse applies for the position.

All individual wage rates are addressed on the Wage Rate Scale as an addendum to the contract.

ARTICLE 27 – CONTRACT MINIMUMS

The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The agency may place superior wages, hours, working conditions, and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Association.

ARTICLE 28 —EFFECTIVE DATE

This AGREEMENT shall become effective on July 1, 2019 and remain in full force and effect until June 30, 2022.

This Agreement is binding upon, and will inure to the benefit of, the parties to this Agreement, and their respective successors and/or assigns.

MONTANA NURSES ASSOCIATION

By _____
Leslie Shepherd, Labor Representative

This instrument was signed or acknowledged before me on this ____ day of February, 2020, by
_____.

(NOTARIAL SEAL)

Notary Public for the State of Montana

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

By _____
James L. Larson, Chairman

By _____
Jane Weber, Commissioner

By _____
Joe Briggs, Commissioner

Attest

On this __ day of February, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

WAGE RATE SCALE - ADDENDUM

Effective July 1, 2019: \$3.00 increase

Effective July 1, 2020: minimum 2% increase, MACO COLA not to exceed 3%

Effective July 1, 2021: minimum 2% increase, MACO COLA not to exceed 3%

All across the board wage increases take effect on July 1, 2019 and each July 1st thereafter.

At the discretion of the Health Officer , new nurses may be hired at up to \$1.50 over entry level based on the needs of the department and previous public health/healthcare experience.

Hiring Schedule Steps: Maintain the rates effective July 1, 2019.

Entry Level Pay –Registered Nurse with Bachelor’s Degree \$22.17

Entry Level Pay – Registered Nurse with Associate’s Degree \$20.57

Longevity Pay: Longevity increase shall be added to the employee’s hourly rate of pay according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
6 continuous months	\$0.10 per hour
3 continuous years	\$0.10 per hour
5 continuous years	\$0.20 per hour
10 continuous years	\$0.25 per hour
15 continuous years	\$0.35 per hour
20 continuous years	\$0.45 per hour

The eligibility date for purposes of this section shall be the employee's date of hire with the AGENCY. All longevity pay will go into effect on the Nurse’s anniversary date.

The AGENCY agrees to pay up to two (2) employees a combined total of twenty (20) hours for the purposes of negotiations.

February 11, 2020

Contract 20-11

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: WIPFLi Letter of Engagement
CAFR, FY2019

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Approval of Contract 20-11

PRESENTED BY: Rina Fontana Moore
Cascade County Clerk & Recorder

SYNOPSIS:

The primary purpose of the Letter of Engagement with WIPFLi, LLP is to assist Cascade County's Accounting Department in preparation of the Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2019 by providing accounting and financial reporting expertise.

COST: Total Fees will not exceed: \$4,000.

RECOMMENDATION: Approval of Contract 20-11.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 20-11, Letter of Engagement with WIPFLi, LLP to assist Cascade County's Accounting Department in preparation of the Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2019.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract 20-11 Letter of Engagement with WIPFLi, LLP to assist Cascade County's Accounting Department in preparation of the Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2019.



Wipfli LLP
614 Park Drive South
Great Falls, MT 59405
406.727.1798
fax 406.727.7423

CONTRACT

20-11

February 3, 2020

Cascade County Commissioners
325 2nd Avenue North
Great Falls, MT 59401

Thank you for selecting Wipfli LLP (“Wipfli”) as your provider for accounting assistance services to meet the unique requirements of Cascade County (“the County”).

This letter records Wipfli’s engagement by the County; sets forth the purpose, objective, and scope of the project; confirms our understanding of the terms of our engagement; and conveys the nature and limitations of the services provided.

Project Purpose, Objective, and Scope

The primary purpose of Wipfli’s engagement is to perform the following accounting assistance services for the fiscal year ended June 30, 2019. The scope of the Project will include the following activities and/or deliverables:

- We will assist the County in the preparation of their Comprehensive Annual Financial Report (CAFR) by providing accounting and financial reporting expertise.

Client Acceptance of Its Responsibilities

This financial accounting services engagement will be conducted in accordance with standards established by the American Institute of Certified Public Accountants (AICPA).

Wipfli specifically does not have the authority to perform management functions, make management decisions, or act in a capacity equivalent to an employee. The County specifically understands that this engagement hereunder is not intended to provide, nor will it result in, the expression of any opinion of any kind by Wipfli with respect to the County’s financial statements.

Project Service Delivery Team

Partner Todd Timboe will manage and have overall responsibility for the engagement. Other qualified members of Wipfli’s staff will be assigned as needed at Wipfli’s discretion.

Terms and Conditions

Fees and Changes in Scope

Our professional services fees will be determined by the actual time Wipfli spends on the Project, and will be billed at our standard hourly rates. Our actual hours spent on the Project will depend on the final project scope and the amount of time you and your staff are able to devote to the Project. We agree that our total fees will not exceed \$4,000.

Terms and Conditions

Limitation of Liability

Except for liability for personal injury damages caused by Wipfli's negligence or willful misconduct, and regardless of whether any remedy as set forth fails in its essential purpose, in no event shall Wipfli's cumulative liability to the County (or its successors, assigns, or affiliates) from all causes of any kind including liability based on contract, in tort, or otherwise arising from, out of, or related to the Project or transactions contemplated in or any Wipfli Engagement Letter or Change Order exceed the amount actually paid to Wipfli by the County under such Engagement Letter or Change Order.

Wipfli makes no warranty or guarantee to the County or any third party except as expressly provided in and by Wipfli's Engagement Letter except to the extent expressly set forth herein. Wipfli makes no warranty, either express or implied, and specifically disclaims warranties of merchantability or of fitness for a particular purpose (and/or other warranties or guarantees arising by operation of law) with respect to any project or work, or the use or operation of the goods or services provided by Wipfli. Wipfli shall not be held liable to the County or any third party for the results of operation of any project or software installation or implementation including, without limitation, the data or other information produced by software installed, configured, or implemented by Wipfli hereunder. Wipfli shall not be liable by virtue of any Engagement Letter, Change Order, implementation plan, the limited warranties made herein, ancillary contract documents, or otherwise for any special, exemplary, consequential, incidental, punitive, speculative, or other damages or lost profits of any person which may result from, be caused by, or arise out of (i) breach of any warranty or representation made by Wipfli, (ii) the use, operation of the software or hardware implemented, configured, and/or installed by Wipfli, or (iii) Wipfli's performance of the work on any project.

Approval to Proceed Together

If the preceding terms are acceptable to you and the services outlined are in accordance with your needs, please sign this Engagement Letter and return one original to us in the enclosed envelope. The second original of this Engagement Letter is provided for your files.

We appreciate the opportunity to work with Cascade County, and we look forward to the Project.

Sincerely,

Wipfli LLP

ACCEPTED AND AGREED TO: CASCADE COUNTY

By: _____

Date: _____

ajp

February 11, 2020

Contract 20-12

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Cascade County & KPrime Technologies Inc.
Body Scanner Agreement

INITIATED & PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-12

BACKGROUND:

KPrime Technologies Inc. is demoing a Body Scanner Machine at the Cascade County Adult Detention Center for a limited time period. This is to enhance security in the facility by reducing contraband and weapons being smuggled into the facility.

TERM: 6 months on date of final signature

AMOUNT: Total Cost: \$0

RECOMMENDATION: Approval of Contract 20-12

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-12, Cascade County and KPrime Technologies Inc. Body Scanner Agreement.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-12, Cascade County and KPrime Technologies Inc. Body Scanner Agreement.

BODY SCANNER EQUIPMENT DEMONSTRATION AGREEMENT

This Equipment Loan Agreement ("Agreement"), is made and entered into this ___ day of January 2020, by and between, **KPRIME TECHNOLOGIES INC.**, ("Owner"), a foreign profit corporation, located at 14647 South 50th Street, Suite 125, Phoenix, Arizona, 85044, and **CASCADE COUNTY** ("County"), a political subdivision of the state of Montana, located at 325 2nd Avenue North, Great Falls, Montana.

WITNESSETH:

WHEREAS, County desires to demo a body scanner machine at the Cascade County Adult Detention Center (herein after "Facility") located at 3800 Ulm North Frontage Road, in Great Falls, Montana to enhance security in the facility by reducing contraband and weapons being smuggled into the facility; and

WHEREAS, Owner is an authorized seller of VMI Spectrum BodyScan equipment and respective software and components (herein after referred to as "Equipment"); and

WHEREAS, Owner agrees to provide the equipment to County for a limited duration for the sole purpose of demonstrating the Equipment.

NOW, THEREFORE, in consideration of the mutual covenant hereinafter contained, the parties hereto, intending to be legally bound, have agreed, and do hereby agree as follows:

1. **Delivery and Use.**

- A. Owner agrees to provide to County, upon the terms and conditions of this Agreement, at no monetary cost to County, the following Equipment particularly described as:

VMI Spectrum BodyScan. The height is 8'3", the width is 6'6" a, and the length is 9'3". Operating keyboard, Monitor LCD 24An X-Ray generator, monoblock 180kV operating at 170kV, X-Ray tube, and detector panels.

- B. A hard drive compatible with the Equipment shall also be provided by Owner for County use. At the end of term for this Agreement, County will retain the hard drive, including any and all images stored.
- C. Delivery of the Equipment shall be by common carrier. The Owner shall notify the County of delivery particulars in advance of delivery. Delivery terms are FOB destination Great Falls, Montana. Owner also agrees to pay the costs for shipping and handling from the Facility at deinstallation. All risks of damage to or loss of the Equipment in the course of delivering the Equipment to the County shall be assumed by the Owner. This includes when County employees assist with the transportation and installation of the Equipment.

- D. The location of the Equipment shall be underneath a sprinkler system. Owners is aware of the risks of damage to or loss of the Equipment at this location. Owner shall assume all liability and costs of any damage to the Equipment if the sprinkler system is activated.
- E. Owner shall maintain insurance on the Equipment throughout the duration of the demonstrative agreement.
- F. The safety of all persons employed by Owner, its officer, agents, and representatives who enter the facility in relation to this Agreement, or who will in any way have contact with the Equipment shall be the sole responsibility of the Owner. The Owner shall observe and comply with all safety rules and regulations as it pertains to the Equipment and the operations of the facility during installation and deinstallation of the Equipment Owner, its officers, agents, and representatives who are working at the facility shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such staff being barred from the Facility's premises.
- G. Prior to County's use of the Equipment, a radiation survey shall be completed by the Owner and a copy provided to the County.

2. **Term.** The term of this Agreement shall commence on the date fully executed by the parties and shall continue in full force and effect for six (6) months, or when the Equipment is removed from the facility by the Owner, whichever period is greater, unless terminated by either party by a writing signed by the terminating party.

3. **Title & Liens.** The Equipment is and shall remain the sole property of the Owner, and Owner may require markings to be placed on the Equipment to provide notice of Owner's interest therein. County shall keep the Equipment free from any and all encumbrances and liens which may in any way affect Owner's right, title or interest in and to the Equipment.

4. **Risk of Loss, Damage and Theft.** Any and all damage, loss, injury, deterioration or theft of the Equipment, howsoever caused while in the care, custody, and control of County shall be the sole obligation of the Owner knowing that it is being placed in a correctional facility for demonstration purposes. In such an event, County shall immediately notify the Owner. Owner shall also be responsible for the cost of any and all service, repairs, technical support and maintenance, including minor repairs howsoever caused while the Equipment is within the care, custody, and control of the County.

5. **General Warranty.** Owner warrants the Equipment will be free from defects in materials and workmanship during the demonstration period and shall conform with applicable Laws and Governmental Authorizations.

6. **Software License.** Owner grants the County a personal, non-exclusive, non-transferable license to access and use certain proprietary computer software products and materials. The Software includes any upgrades, modifications, updates, and additions to existing features that Owner implements. Updates do not include additional features and significant enhancements to existing features. The County is the license holder of any third-party software products Owner obtains on their behalf. The County authorizes Owner to provide or preinstall the third-party software. The Software is to be used solely by the County at the facility. The County will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that the County did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States.

7. **Data.** Photographs and other data ("Cascade County Data") collected during this demonstrative agreement shall be returned to the County within ten (10) business days of the termination of the agreement. The County reserves all rights, title and interest in and to all data that is generated by the Equipment. Owner has no vested rights in the Cascade County Data.

8. **Personal Health Information.** Owner agrees that from time to time during the demonstrative agreement its agents, employees or assigns, may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164. Owner agrees that Owner, its agents, employees or assigns will not use or disclose PHI for any purpose unless expressly authorized by the County or required by a court of competent jurisdiction or by any governmental authority or by any state or federal law.

9. **Security.** Owner has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Cascade County Data, personal data protect against reasonably anticipated threats. Cascade County acknowledges that no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

10. **Training.** Owner agrees to provide training to operate the Equipment to County personnel at the facility. This training shall include, but is not limited to, maintenance of the Equipment, how to read the radiation reports, the dose control system, and how to read X-rays to search for weapons and contraband. Owner shall provide an operating manual and shall conduct training within ten (10) business days of the installation of the Equipment.

11. **Environmental Adaption.** County shall be responsible for providing proper space within the facility and dedicating 110 volt, 15 amperage for the Equipment.

12. **Maintenance & Repairs.** Owner shall provide tech support for any physical repairs of the Equipment, including but not limited to electronic system failure, and perform preventative maintenance, including but not limited to, adjustments of images.

13. **Required Permits & Compliance with Law.** Owner has obtained all authorizations and permits necessary or required by law in connection with the Equipment provided pursuant to this Agreement. Owner shall materially comply with all relevant laws, regulations, rules, and ordinance in performing any provision under this Agreement.

14. **Standard of Performance.**

A. Owner shall perform any work under this Agreement in accordance with standards of care, skill and diligence consistent with (a) recognized and sound practices, procedures and techniques; (b) all applicable laws and regulations; and (c) the degree of knowledge, skill, and judgment normally exercised by professionals and individuals with respect to the services of a similar nature.

B. Owner agrees and covenants that it shall keep and maintain all personal and confidential information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure: not use, sell, rent, transfer, distribute, or otherwise disclose or make available for the Owner's own purposes or for the benefit of anyone other than the County, in each case, without prior written consent; and not, directly or indirectly, disclose personal or confidential information to any person other than an authorized person without express approval of the County. If a public information request is submitted for personal and confidential information, Owner agrees to inform the County within ten (10) business days so that the County can have an opportunity to formally respond to the request.

15. **Information Security.** The parties agree that any collection, access, use, storage, disposal and disclosure of personal or confidential information does and will comply with all applicable federal and state privacy and data protection laws, as well as other applicable regulations and rules. Owner is obligated to implement and maintain minimum safeguards for the treatment of personal and confidential information, particularly in the handling of highly-sensitive personal information.

16. **Subcontractors.** Owner may hire, at its expense, any subcontractors if approved in writing by County and provided that such subcontractor do not hinder the County's business and

are subject to all terms and conditions of this Agreement.

17. **Communications.** All communications affecting the terms and conditions of this Agreement, and concerning execution of said Agreement shall be made only between the parties and specifically directed to the designated contacts identified herein, or their equivalent representative or agent.

18. **Choice of Law.** This Agreement shall be governed by the laws of the State of Montana. Venue shall be the Eight Judicial District, Cascade County, Montana. Each party will be responsible for their own attorney fees and costs.

19. **Indemnification.** Owner shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Owner, its employees, agents, successors, and assignees. Further, Cascade County shall defend, indemnify, and hold harmless the Owner, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

20. **Public Access Information.** Owner acknowledges that County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

21. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

22. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof, unless incorporated by reference herein.

23. **Modification.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the parties.

24. **Severability.** Any provision of this Agreement that is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

25. **Waiver.** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall be constitute a waiver of any subsequent breach of any provision of this Agreement.

26. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement and of act required to be done and performed by the parties.

27. **Successors & Assigns.** This Agreement shall inure to the benefit of and is binding upon any successors and assigns of the parties.

28. **No Third-Party Benefits.** This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as otherwise provided.

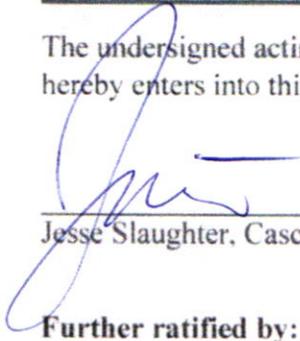
29. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided however that the affected party will use reasonable efforts to remove such causes of non-performance.

30. **Designated Contacts.** The following named individuals will serve as designated contact for each of the parties, for all communications and notices regarding this Contract:

KPRIME TECHNOLOGIES INC. CONTACT	CASCADE COUNTY CONTACT
Kham Lin, President & CEO KPrime Technology Inc. 14647 S. 50 th Street, Suite 125 Phoenix, AZ 85044 Phone: (480) 478-1262 Email: Kham.lin@kprime.net	Cory Reeves, Undersheriff Cascade County Sheriff's Office 3800 Ulm North Frontage Road Great Falls, MT 59404 Phone: (406) 454-6802 Email: creeves@cascadecountymt.gov

CASCADE COUNTY:

The undersigned acting with authority to bind Cascade County pursuant to Resolution 19-38 hereby enters into this Contract:



Jesse Slaughter, Cascade County Sheriff

1/30/2020

Date

Further ratified by:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Jane Weber, Commissioner

ATTESTATION

On this ____ day of _____, 2020 I hereby attest the above-written signatures of the Cascade County Board of County Commissioners.

Rina Fontana Moore, Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

February 11, 2020

Contract 20-13

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Memorandum of Understanding between CHCC, CCHD, & DPHHS Immunization Program for Deputizing and Oversight of Public Health Departments to Provide Vaccines for Children (VFC) Purchased Vaccine to Entitled Underinsured Children**

INITIATED AND PRESENTED BY: **Trisha Gardner, Health Officer
City-County Health Department**

ACTION REQUESTED: **Approval of Contract 20-13**

BACKGROUND:

In many states, the capacity of FQHC/RHCs to serve underinsured children is not sufficient to meet the need of underinsured children entitled to VFC vaccine. Until underinsurance among children is eliminated by full implementation of the Patient Protection and Affordable Care Act (ACA), extending VFC authority to other VFC providers serves as a bridging mechanism by which underinsured children will have increased access to VFC vaccine at additional provider sites.

TERM: February 12, 2020 - February 11, 2021

AMOUNT: No cost to the County.

RECOMMENDATION: Approval of Contract 20-13.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE**, Contract 20-13, MOU between CHCC, CCHD, & DPHHS Immunization Program for Deputizing and Oversight of Public Health Departments to Provide Vaccines for Children (VFC) Purchased Vaccine to Entitled Underinsured Children.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE**, Contract 20-13, MOU between CHCC, CCHD, & DPHHS Immunization Program for Deputizing and Oversight of Public Health Departments to Provide Vaccines for Children (VFC) Purchased Vaccine to Entitled Underinsured Children.

MEMORANDUM OF UNDERSTANDING

BETWEEN

Community Health Care Center, Inc DBA Alluvion Health

AND

Cascade City-County Health Department

AND

**Montana Department of Public Health and Human Services (DPHHS)
Immunization Program**

FOR

**Deputizing and Oversight of Public Health Departments to Provide Vaccines for
Children (VFC) Purchased Vaccine to Entitled Underinsured Children**

The Centers for Disease Control and Prevention (CDC), the Health Resources and Services Administration (HRSA), the Centers for Medicare & Medicaid Services (CMS) and the Department of Health and Human Services have issued guidance regarding deputization by Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) of other VFC providers in their state to authorize those providers to immunize the federally vaccine-eligible children category of underinsured children.

Background:

In many states, the capacity of FQHC/RHCs to serve underinsured children is not sufficient to meet the need of underinsured children entitled to VFC vaccine. Until underinsurance among children is eliminated by full implementation of the Patient Protection and Affordable Care Act (ACA), extending VFC authority to other VFC providers serves as a bridging mechanism by which underinsured children will have increased access to VFC vaccine at additional provider sites.

In conformance with VFC Deputization Guidance dated 04/30/2012, and as may be revised,

1. The undersigned **Federally Qualified Health Center/Rural Health Clinic** hereby confers authority to (i.e., deputize) the VFC providers listed above to serve as their agents in immunizing federally vaccine-eligible children who are underinsured as defined under subsection 1928(b)(2)(A)(iii) of the Social Security Act, with the understanding that –

- a. such other VFC providers have been identified by the undersigned Montana DPHHS Immunization Program and approved by the CDC for such designation;
 - b. the Montana DPHHS Immunization Program and CDC retain their respective responsibilities for oversight of all VFC operations by such deputized VFC providers, including oversight of their roles in immunizing underinsured children;
 - c. federally purchased vaccine for use by deputized VFC providers in immunizing underinsured children is provided directly by CDC's vaccine distribution system to the deputized providers;
 - d. the Montana DPHHS Immunization Program and/or CDC may remove any deputized VFC provider in their roles of VFC program oversight in which case such provider shall lose deputization status;
 - e. each undersigned FQHC/RHC must comply with the requirements of such VFC Deputization Guidance;
 - f. any undersigned FQHC/RHC may withdraw from this MOU with 90 days written notice to the undersigned Montana DPHHS Immunization Program official; and
 - g. each deputizing FQHC/RHC retains all of its authorities as a VFC provider, including the ability to immunize underinsured children.
2. Each **deputized VFC provider** listed above shall comply with the requirements in such VFC Deputization Guidance, this deputization MOU, and with all other applicable VFC program requirements, including –
- a. agreement to vaccinate "walk-in" VFC-eligible underinsured children as defined under subsection 1928(b)(2)(A)(iii) of the Social Security Act;
 - b. screening for VFC eligibility, including for underinsured status, at every visit by any child less than 19 years of age;
 - c. reporting to the VFC awardee, in manner and time as decided by the awardee, all requirements set forth in the guidance; and
 - i. report annually the number of individual children who have received VFC vaccine in deputized clinics because they were underinsured at one or more clinic visits, by age category (ages <1, 1-6, and 7-18), as captured on the VFC Provider Profile.
 - d. compliance with any additional VFC requirements as the Montana DPHHS Immunization Program or CDC may from time to time impose.

We, the undersigned, have read and agree to the terms and conditions set forth in this MOU and will retain a copy of this MOU.

By: **Community Health Care Center, Inc DBA Alluvion Health**

Print Name: Trista Besich

Signature of Director: _____


Date: 2/3/2020

By: **Cascade City-County Health Department**

Print Name: _____

Signature of Director: _____

Date: _____

I hereby acknowledge the responsibilities as delineated above:

Montana DPHHS Immunization Program

Section Supervisor: _____

Date: _____

Montana DPHHS Public Health and Safety Division

Division Administrator: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2019.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS. AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

February 11, 2020

AGENDA # 1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing for the Staff Report for Preliminary Plat of the Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision
INITIATED BY	Todd & Nadine Davy
SUBJECT	Subsequent Minor Preliminary Plat, Amended Subdivision Plat of Lot 1, Davy's Minor, located in Section 28, Township 21 North, Range 2 East
EXISTING ZONING	Commercial
ACTION REQUESTED	Preliminary Plat of An Amended Plat of Lot 5, Thornton Minor, subsequent minor subdivision
PURPOSE	To create two (2) commercial lots
SURROUNDING LAND USES:	North: Light Industrial Uses (I-1) South: BNSF Railway, Vacant (RR-5) East: Vacant (C) West: Commercial (c)
RECOMMENDATION	Preliminary Plat of the Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision
PRESENTED BY	Sandor Hopkins, Interim Planning Director

CASCADE COUNTY BOARD OF COMMISSIONERS

PLANNING STAFF: Report and Recommendations
REGARDING: Commission Public Hearing Scheduled for February 11, 2020
SUBJECT: The Preliminary plat of the Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision

GENERAL INFORMATION

Applicants/Owners: Todd & Nadine Davy
Property Location: This proposed subdivision is located in the N ½ SE ¼ and SW ¼ NE ¼ of Section 28, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana and is identified as Parcel # 0003041200 Geocode 02-3137-28-4-01-02-0000
Existing Zoning: Commercial (C)
Requested Action: Subdivision Review
Purpose: To create two (2) commercial lots
Existing Land Use: Two (2) Commercial businesses
Surrounding Land Uses: BNSF Railway to the South, Vacant land to the South and East, Light Industrial uses to the North, Commercial use to the West

SPECIAL INFORMATION

1. The Cascade County Commission is in receipt of an application from Todd & Nadine Davy to approve a subsequent minor preliminary plat. The proposed subdivision is located in the N ½ SE ¼ and SW ¼ NE ¼ of Section 28, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana. This property is located at 330 Vaughn South Frontage Road.
2. Attached is a copy of the preliminary plat, which will subdivide a 6.401 acre parcel into one (1) tract of 2.000 acres, and one (1) tract of 4.401 acres.
3. Access to the proposed subdivision will be via Vaughn South Frontage Road, utilizing a shared, existing approach. The Vaughn South Frontage is a paved road maintained by the Montana Department of Transportation.
4. Based on trip generation factors available from the Institute of Transportation Engineers, the applicant estimates that the proposed subdivision will generate approximately 3.2 to

4.3 trips per day per employee and will host approximately 2-10 employees per business. Based on these numbers, the estimated maximum number of trips per day is 86 trips and is unlikely to impact the traffic conditions on Vaughn South Frontage road based on the consultant's Traffic Impact Analysis.

5. The lot to be subdivided (Lot 1) has two (2) existing commercial developments. The developer has already completed a "Certificate of Subdivision Approval" (COSA) rewrite through the Department of Environmental Quality to allow the placement of the two businesses and will require a subsequent update to the language of this approval if this subdivision is finalized.
6. The applicant has obtained a letter from the State Historic Preservation Office locating nearby cultural resource sites and declining a recommendation of a cultural resource inventory on the proposed site of subdivision.
7. According to the US Department of Agriculture Custom Soil Resource Report the land is not considered prime farmland of statewide importance.
8. The parkland requirement is waived pursuant to M.C.A. 76-3-621(3)(b) (2019) since all lots are nonresidential.
9. The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Vaughn/Manchester Volunteer Fire Department.
10. A public hearing on a subsequent minor subdivision is required pursuant to M.C.A. 76-3-605 (2019).
11. An Environmental Assessment was submitted in accordance with Part III, Administrative Materials "A", of the Cascade County Subdivision Regulation.
12. There are no delinquent taxes on this property.
13. This proposed subdivision lies outside of the Height Military Overlay District.
14. Interested Agencies were provided with notification letters and a request for comments on January 3, 2020. Great Falls Public Schools provided a comment that they did not anticipate any impacts from this development. No other agencies have provided comment as of writing this report.
15. Legal notice of this proposed subdivision was sent to surrounding property owners on January 3, 2020. No comments have been received at the time of writing this report.

16. On January 21, 2020, the Planning Board held a public hearing on this proposed subdivision and recommended approval on a vote of 7-0.

CONCLUSION

This proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations, and is in general compliance with the Cascade County Growth Policy.

RECOMMENDATIONS

The following recommendations are provided for the Board's consideration:

1. Move that the County Commission, after consideration of the Staff Report and Findings of Fact, **deny** the Amended Plat of Lot 1 of Davy's Minor Subdivision; or
2. Move that the County Commission, after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve** the Amended Plat of Lot 1 of Davy's Minor Subdivision be approved, subject to the following conditions:
 1. having the developer's surveyor correct any errors or omissions on the preliminary plat;
 2. causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
 3. submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612) (2017);
 4. pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
 5. causing to be recorded on the plat a statement concerning limited public services;
 6. causing to be recorded an Agricultural Notification Statement.
 7. obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;
 8. causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by

Cascade County, provided that all other property owners served by said road share equitably in such an RSID;

Attachments: -Findings of Fact
-Reduced Subdivision Application

cc: Mark Leo, Big Sky Civil & Environmental, Inc.
Todd & Nadine Davy

**FINDINGS OF FACT FOR AMENDED PLAT OF LOT 1 DAVY'S MINOR
SUBDIVISION LOCATED AT 320/322 VAUGHN SOUTH FRONTAGE ROAD,
SITUATED IN SECTION 28, TOWNSHIP 21 NORTH, RANGE 2 EAST, P.M.M.,
CASCADE COUNTY, MONTANA**

- I.** The application requesting preliminary plat approval for the Amended Plat of Lot 1 of Davy's Minor Subdivision was received on October 17, 2019 and was determined to contain all required components sufficient for adequate review on December 19, 2019 and scheduled for a public hearing for the Cascade County Planning Board on January 21, 2020 pursuant to statutory requirements. At the Planning Board's hearing on January 21, 2020, the Board recommended approval to this subdivision to the Cascade County Commission on a vote of 7-0.

Todd and Nadine Davy request preliminary plat approval for the Amended Plat of Lot 1 of Davy's Minor, subsequent minor subdivision consisting of two lots, the two proposed commercial zoned lots will be 2.000 and 4.401 acres. The total acreage of the project site is 6.401 acres.

PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of one (1) developed parcel of land consisting of 6.401 acres that has two commercial businesses. It is currently zoned Commercial (C) and borders the Vaughn South Frontage Road and BNSF railroad right of way. A Light Industrial Zoning District is north across Vaughn South Frontage Road, and Rural Residential 5 zoned properties (Agricultural use) exist south of the railroad tracks. Commercial/Light Industrial uses are in the vicinity with the subject property currently hosting two separate businesses. Subdividing this property would not negatively impact agriculture, due to parcel size and that the property has not been put into agricultural production in recent history.

The soil is a variation of silty clay. All or 100% of the area to be subdivided is not farmland of statewide importance (Marias Silty Clay).

Effect on Local Services

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection from Vaughn/Manchester Volunteer Fire Department.

This subdivision is serviced by Vaughn South Frontage Rd, maintained by the Montana Department of Transportation. The new lots will share an approved approach (existing) onto Vaughn South Frontage Road and will not be modified.

Letters requesting comments were sent to the Montana Department of Transportation (MDT) and the Cascade County Road Division. No comments have been received at the time of writing this report.

Effects on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. Roadside ditches/barrow pits are adjacent to the existing roadways, and a storm water detention pond has been constructed on-site.

Effect on Wildlife and Wildlife Habitat

This subdivision is not expected to have an adverse impact to wildlife or wildlife habitat. A letter requesting comments has been submitted to the Department of Fish, Wildlife, and Parks..

The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

This subdivision does not appear to be subject to potential natural hazards such as rockslides. Vehicular access to the subdivision will be granted from the Vaughn South Frontage Road.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly, and independent lifestyle currently enjoyed by Cascade County's citizens, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions to meet DEQ regulations, and by complying with weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding twenty-five percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, road, or watercourses.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

A waiver of the developer's right to protest an RSID is required by Cascade County to allow the county to impose an RSID on the individual lots of the subdivision for future deterioration and improvements to the roadway if it becomes necessary. A letter has been sent to the County Road Supervisor asking for comments on the proposed subdivision.

Access to the proposed subdivision will be via the Vaughn South Frontage Road. No internal road will be created by the subdivision.

FIRE PROTECTION STANDARD

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Vaughn/Manchester Volunteer Fire Department.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools as well as the Great Falls Superintendent of Schools asking for comments about the proposed subdivision.

IV. EASEMENT FOR UTILITIES

The preliminary plat proposes a retention/detention pond and drainage easement along the southern property line.

V. LEGAL AND PHYSICAL ACCESS

Legal and physical access is granted to the site via Vaughn South Frontage Road, a road maintained by Montana Department of Transportation.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. relevant evidence relating to the public health, safety, and welfare;
- B. the Cascade County Growth Policy; and
- C. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

- Approve the proposed subdivision.
- Approve the proposed subdivision with conditions.
- Table the proposed subdivision for further study.
- Deny the proposed subdivision.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Cascade County Commissioners will hold a public hearing in Room #105 of the Courthouse Annex, 325 2nd Avenue North, Great Falls on Tuesday, February 11, 2020 at 9:30 a.m. to consider the subsequent minor subdivision, Amended Plat of Lot 1, Davy's Minor Subdivision. The proposed subdivision will create two lots. It is located at 330 Vaughn South Frontage Rd, Great Falls, MT 59404. The legal description is Lot 1 of Plat 2018-13. Parcel 0003041200, Geocode 02-3137-28-4-01-02-0000, Section 28, Township 21 North, Range 2 East, P.M.M., Cascade County, MT.

The application and supplementary materials are on file in the Planning Department, and any interested person may appear and speak for or against this proposal at the public meeting or submit in writing any comments to the Cascade County Planning Department, 121 4th St N, Suite 2 H/I, Great Falls, MT.

CASCADE COUNTY PLANNING DEPARTMENT

Sandor Hopkins, Interim Planning Director

Publication date: 1/26/2020, 2/2/2020



Great Falls Public Schools

District Offices • 1100 4th Street South • P.O. Box 2429 • Great Falls, Montana 59403
406.268.6000 • www.gfps.k12.mt.us

January 8, 2020

Cascade County Public Works Department, Planning Division
121 4th St. N, Suite 2H/I
Great Falls, MT 59401

Dear Sandor Hopkins, Planner, CFM,

Great Falls Public Schools has received your letter requesting input on the Davy's Minor Subdivision located within our school district boundaries. The information indicates that the subdivision will subdivide one 6.401 acre tract into two separate tracts to create two commercial lots. The following is a response to the information sent to the Great Falls Public School District. We have formulated the questions below to comment on the proposed subdivision.

1. Will the existing school facilities be able to accommodate the additional students?

The addition of the development will not have a direct impact on the student count for the Great Falls Public School District as the lots are commercial in nature.

2. Do you have any other comments or requirements on the proposed subdivision as it affects the public school system?

The school district welcomes and encourages the addition of commercial enterprises to our community.

Sincerely,

Brian Patrick
Director of Business Operations
Great Falls Public Schools

**PUBLIC HEARING NOTICE
CASCADE COUNTY – NEEDS HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT**

Cascade County will hold a public hearing on Tuesday, February 11, 2020 at 9:30 a.m. as part of the regular County Commission Meeting. The meeting will be held at the Cascade County Annex, 325 2nd Avenue North, Commission Chambers, Room 105, for the purpose of obtaining public comments regarding the County's overall community development, public facilities, economic development, and housing and neighborhood revitalization needs, including the needs of low to moderate income persons. The Cascade County Board of County Commissioners will also seek the views of citizens on the activities that should be undertaken to meet the identified needs and to determine their relative priority. The Commission may apply for state or federal funding from the Montana Community Development Block Grant (CDBG) Program and other funding sources to deal with local housing and neighborhood revitalization needs, public facilities needs, or other community needs and would like comments or suggestions from local citizens regarding Cascade County's needs and the type of projects which should be considered. Comments may be given orally at the hearing or submitted in writing before 5:00 p.m. on Monday, February 10, 2020.

For additional information please contact Mary Embleton, Grant Coordinator @ (406) 454-6731. Written comment/suggestions can be sent to: Community Development Block Grant Needs, County Annex, 325 2nd Avenue North, Room 111, Great Falls, MT 59401 before February 22, 2019. Comments may also be dropped off in person at the County Annex Room 111.

Great Falls Tribune Publication Dates: 2/2/2020 & 2/9/2020

2C | SUNDAY, FEBRUARY 2, 2020 | GREAT FALLS TRIBUNE

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**PUBLIC HEARING NOTICE
CASCADE COUNTY – NEEDS HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT**

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(4024827) 02/02, 02/09/2020

MNAXLP

February 11, 2020

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Gore Hill Fire Fee Service
Board Appointment

PRESENTED BY: Commission

<u>Applicant</u>	<u>Vacancy (1)</u>	<u>Term Expiration: May 31, 2022</u> (Fill term vacated by Stephanie Castellano)
Dean Grundy	_____	
Howard Schneider	_____	



Cascade County Commissioners
RECEIVED

CASCADE COUNTY BOARD APPLICATION

FEB 03 2020



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date Feb 3, 2020

NAME DEAN F GRUNDY

TELEPHONE (Home) _____ (Work) _____ (Cell) 770-9743 (E-Mail) DEAN GRUNDY JR @ GMAIL.COM

(county)

CURRENT ADDRESS 100 BEND VIEW LANE, GREAT FALLS, MT 59404

Previous Public Experience (Elected or Appointed) FIRE CHIEF, CITY OF ROSEVILLE, CALIFORNIA

Previous Volunteering or County Boards NA

Current Volunteering or County Boards YOUTH ADVISOR, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS - TWO RIVERS WARD

Current Employer RETIRED

Education ASSOCIATES DEGREE FIRE TECHNOLOGY

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- | | | |
|--|--|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> <u>CORE HILL</u> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> 3 Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input checked="" type="checkbox"/> 1 Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

30+ YEARS SERVING IN THE FIRE SERVICE HOLDING EACH RANK FROM VOL. FIREFIGHTER THROUGH FULL-TIME PAID FIRECHIEF. CERTIFIED

COMPANY OFFICER, CHIEF OFFICER, HAZ MAT SPECIALIST - CAL STATE FIRE MARSHAL'S OFFICE. MULTIPLE YEARS SERVING AS BOTH LABOR AND ADMINISTRATIVE REP ON LABOR NEGOTIATIONS TEAMS.

Dean F. Grundy
100 Bend View Lane
Great Falls, Montana 59404
(406) 770-9743
deangrundyjr@gmail.com

Education:

Associates of Arts Degree Fire Technology 2002 Sierra College, Rocklin, California

Work Experience:

Fire Chief (Interim) Roseville Fire Dept. (Nov. 2010 - 2011) Managed \$24 million dollar budget. Led organization with 113 employees. Participated in executive level management with other city department heads, city officials and elected officials

Battalion Chief Roseville Fire Dept. (Oct 2005 - Nov 2010) Direct supervision of five fire company officers. Provided command and control function at emergencies. Served as part of the executive level management of the fire department with other battalion chiefs, division chiefs and the fire chief.

Community College Instructor Butte College/Sierra College (1997 - 2010) Hazardous Materials Specialist instructor. Provided lecture and scenario-based hands on skills instruction for emergency responders.

Captain Roseville Fire Dept. (July 1994 - Oct 2005) Direct supervision of Truck Company. Fire suppression, hazardous materials mitigation and emergency services.

Engineer Roseville Fire Dept. (March 1988 - July 1994) Operation and maintenance of fire apparatus and firefighting equipment.

Firefighter Roseville Fire Dept. (Sept 1985 - March 1988) Responded to fires, emergency medical calls and other emergencies.

Volunteer Firefighter South Placer Fire District 1977-1980 Citrus Heights Fire District 1984-1985 (Volunteer and Resident Firefighter)

Other Related Experience and Skills:

1992 - 1999 Owner and Manager of Camino Heights Golf Course (9-hole facility)

2008 – 2011 Scoutmaster of Troop 448 in California, and recipient of three Eagle Mentor Pins

August 2011 - July 2013 Senior Missionary Couple for The Church of Jesus Christ of Latter-day Saints (with my wife Pam) serving in Uganda.

June 2015 –December 2016 Senior Missionary Couple for The Church of Jesus Christ of Latter-day Saints (with my wife Pam) serving in Bengaluru India.



OCT 15 2019 CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 15 OCT 2019

NAME HOWARD SCHNEIDER

TELEPHONE (Home) _____ (Work) ⁴⁰⁶ _____ (Cell) 7881201 (E-Mail) ENGINECOMPANY14@gmail

CURRENT ADDRESS 68 BEND VIEW LN GREAT FALLS MT 59404

Previous Public Experience (Elected or Appointed) GORE HILL FIRE DISTRICT BOARD

Previous Volunteering or County Boards GORE HILL FIRE DISTRICT

Current Volunteering or County Boards " " "

Current Employer FIRE DEPT. RETIRED CITY OF TORRANCE CA

Education FIRE SCIENCES, 2 YEAR COLLEGE

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

*Previously Appointed 5/20/2018
Resigned 7/19/2019*

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

36 YEARS PROFESSIONAL FIRE FIGHTER

REQUESTING RE-APPOINTMENT TO THE GORE HILL FIRE FEE SERVICE BOARD